



**Minnesota Pollution  
Control Agency**

520 Lafayette Road North  
St. Paul, MN 55155-4194

# MS4 SWPPP Application for Reauthorization

for the NPDES/SDS General Small Municipal Separate  
Storm Sewer System (MS4) Permit MNR040000  
reissued with an effective date of August 1, 2013  
Stormwater Pollution Prevention Program (SWPPP) Document

Doc Type: Permit Application

**Instructions:** This application is for authorization to discharge stormwater associated with Municipal Separate Storm Sewer Systems (MS4s) under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit Program. **No fee** is required with the submittal of this application. Please refer to "Example" for detailed instructions found on the Minnesota Pollution Control Agency (MPCA) MS4 website at <http://www.pca.state.mn.us/ms4>.

**Submittal:** This MS4 SWPPP Application for Reauthorization form must be submitted electronically via e-mail to the MPCA at [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us) from the person that is duly authorized to certify this form. All questions with an asterisk (\*) are required fields. All applications will be returned if required fields are not completed.

**Questions:** Contact Claudia Hochstein at 651-757-2881 or [claudia.hochstein@state.mn.us](mailto:claudia.hochstein@state.mn.us), Dan Miller at 651-757-2246 or [daniel.miller@state.mn.us](mailto:daniel.miller@state.mn.us), or call toll-free at 800-657-3864.

## General Contact Information (\*Required fields)

### MS4 Owner (with ownership or operational responsibility, or control of the MS4)

\*MS4 permittee name: City of Faribault \*County: Rice  
(city, county, municipality, government agency or other entity)

\*Mailing address: 1200 Belview Trail

\*City: Faribault \*State: MN \*Zip code: 55021

\*Phone (including area code): 507-333-0365 \*E-mail: tblock@ci.faribault.mn.us

### MS4 General contact (with Stormwater Pollution Prevention Program [SWPPP] implementation responsibility)

\*Last name: Baker \*First name: Melissa  
(department head, MS4 coordinator, consultant, etc.)

\*Title: Water Quality Specialist

\*Mailing address: 1200 Belview Trail

\*City: Faribault \*State: MN \*Zip code: 55021

\*Phone (including area code): 507-333-0369 \*E-mail: mbaker@ci.faribault.mn.us

### Preparer information (complete if SWPPP application is prepared by a party other than MS4 General contact)

Last name: Knoff First name: Mark  
(department head, MS4 coordinator, consultant, etc.)

Title: Consultant

Mailing address: Foth Infrastructure and Environment, LLC., Eagle Point II, 8550 Hudson Boulevard North, Suite 100

City: Lake Elmo State: MN Zip code: 55042

Phone (including area code): 651-288-8563 E-mail: mark.knoff@foth.com

## Verification

1. I seek to continue discharging stormwater associated with a small MS4 after the effective date of this Permit, and shall submit this MS4 SWPPP Application for Reauthorization form, in accordance with the schedule in Appendix A, Table 1, with the SWPPP document completed in accordance with the Permit (Part II.D.). ☒ Yes
2. I have read and understand the NPDES/SDS MS4 General Permit and certify that we intend to comply with all requirements of the Permit. ☒ Yes

## Certification (All fields are required)

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- ☒ Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

*I certify that based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.*

*I am aware that there are significant penalties for submitting false information, including the possibility of civil and criminal penalties.*

This certification is required by Minn. Stat. §§ 7001.0070 and 7001.0540. The authorized person with overall, MS4 legal responsibility must certify the application (principal executive officer or a ranking elected official).

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing my application.

Name: John Jasinski  
(This document has been electronically signed)

Title: Mayor Date (mm/dd/yyyy): 12/10/2013

Mailing address: 208 1<sup>st</sup> Avenue NW

City: Faribault State: MN Zip code: 55021

Phone (including area code): 507-334-2222 E-mail: jjasinski@ci.faribault.mn.us

**Note:** The application will not be  
processed without certification.

# Stormwater Pollution Prevention Program Document

## I. Partnerships: (Part II.D.1)

- A. List the **regulated small MS4(s)** with which you have established a partnership in order to satisfy one or more requirements of this Permit. Indicate which Minimum Control Measure (MCM) requirements or other program components that each partnership helps to accomplish (List all that apply). Check the box below if you currently have no established partnerships with other regulated MS4s. If you have more than five partnerships, hit the tab key after the last line to generate a new row.

☒ No partnerships with regulated small MS4s

Name and description of partnership	MCM/Other permit requirements involved

- B. If you have additional information that you would like to communicate about your partnerships with other regulated small MS4(s), provide it in the space below, or include an attachment to the SWPPP Document, with the following file naming convention: *MS4NameHere\_Partnerships*.

*There are no formal partnerships with regulated MS4s for the purposes of meeting MCM or other permit requirements. The City plans to leverage strategic partnerships, both public and private, as they become available, to enhance their stormwater pollution prevention program.*

## II. Description of Regulatory Mechanisms: (Part II.D.2)

### Illicit discharges

- A. Do you have a regulatory mechanism(s) that effectively prohibits non-stormwater discharges into your small MS4, except those non-stormwater discharges authorized under the Permit (Part III.D.3.b.)? ☒ Yes ☐ No

#### 1. If **yes**:

- a. Check which *type* of regulatory mechanism(s) your organization has (check all that apply):

☒ Ordinance ☐ Contract language  
☐ Policy/Standards ☐ Permits  
☐ Rules  
☐ Other, explain: \_\_\_\_\_

- b. Provide either a direct link to the mechanism selected above or attach it as an electronic document to this form; or if your regulatory mechanism is either an Ordinance or a Rule, you may provide a citation:

Citation:

Direct link:

[http://library.municode.com/HTML/10757/level3/COOR\\_CH28WASE\\_ARTVIIIILDCOSTDRSY.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_CH28WASE_ARTVIIIILDCOSTDRSY.html#TOPTITLE)

[http://library.municode.com/HTML/10757/level3/COOR\\_APXBUNDERE\\_CH7SPDEST.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_APXBUNDERE_CH7SPDEST.html#TOPTITLE)

[http://library.municode.com/HTML/10757/level3/COOR\\_APXBUNDERE\\_ART9GEPEST.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_APXBUNDERE_ART9GEPEST.html#TOPTITLE)

<http://library.municode.com/showDocumentFrame.aspx?clientID=10757&jobId=186150&docID=1>

☐ Check here if attaching an electronic copy of your regulatory mechanism, with the following file naming convention: *MS4NameHere\_IDDEreg*.

#### 2. If **no**:

Describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, this permit requirement is met:

*The City, with the assistance of a consultant, will review and update our IDDE regulatory mechanism to meet the new requirements of the MS4 general stormwater permit. Draft ordinance amendments will be completed within nine months after the date permit coverage is extended. The City will approve ordinance amendments and begin implementation within 12 months after the date permit coverage is extended.*

## Construction site stormwater runoff control

- A. Do you have a regulatory mechanism(s) that establishes requirements for erosion and sediment controls and waste controls? ☒ Yes ☐ No

1. If **yes**:

- a. Check which *type* of regulatory mechanism(s) your organization has (check all that apply):

- ☒ Ordinance ☒ Contract language  
☒ Policy/Standards ☒ Permits  
☐ Rules  
☐ Other, explain: \_\_\_\_\_

- b. Provide either a direct link to the mechanism selected above or attach it as an electronic document to this form; or if your regulatory mechanism is either an Ordinance or a Rule, you may provide a citation:

Citation:

Direct link:

[http://library.municode.com/HTML/10757/level3/COOR\\_CH28WASE\\_ARTVIISTPOPRWEPR.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_CH28WASE_ARTVIISTPOPRWEPR.html#TOPTITLE)

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[http://library.municode.com/HTML/10757/level3/COOR\\_APXBUNDERE\\_CH4SIPLRE.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_APXBUNDERE_CH4SIPLRE.html#TOPTITLE)

[http://library.municode.com/HTML/10757/level3/COOR\\_APXBUNDERE\\_CH6GERE.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_APXBUNDERE_CH6GERE.html#TOPTITLE)

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[http://library.municode.com/HTML/10757/level3/COOR\\_APXBUNDERE\\_CH14PLUNEDI.html#TOPTITLE](http://library.municode.com/HTML/10757/level3/COOR_APXBUNDERE_CH14PLUNEDI.html#TOPTITLE)

[http://library.municode.com/HTML/10757/level4/COOR\\_APXBUNDERE\\_CH15SURE\\_ART6DEST.html](http://library.municode.com/HTML/10757/level4/COOR_APXBUNDERE_CH15SURE_ART6DEST.html)

[http://library.municode.com/HTML/10757/level4/COOR\\_APXBUNDERE\\_CH15SURE\\_ART3PRPL.html](http://library.municode.com/HTML/10757/level4/COOR_APXBUNDERE_CH15SURE_ART3PRPL.html)

*Grading Permit Requirements and Application*

<http://www.ci.faribault.mn.us/assets/g/gradingplanrequirements.pdf>

<http://www.ci.faribault.mn.us/assets/g/gradingpermitapplication1.pdf>

- ☒ Check here if attaching an electronic copy of your regulatory mechanism, with the following file naming convention: *MS4NameHere\_CSWreg*.

- B. Is your regulatory mechanism at least as stringent as the MPCA general permit to Discharge Stormwater Associated with Construction Activity (as of the effective date of the MS4 Permit)? ☐ Yes ☒ No

If you answered **yes** to the above question, proceed to C.

If you answered **no** to either of the above permit requirements listed in A. or B., describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*The City's Stormwater Pollution Prevention and Wetland Protection ordinance (Chapter 28, Article 7) is as stringent as the requirements outlined within the MPCA NPDES general stormwater permit for construction activity. The City's ordinance generally does not detail the specific requirements of the NPDES construction permit, but rather provides general references requiring compliance with the most recent version of the permit. The ordinance will need language changes and greater clarification; including references for a 'common plan of development or sale'. Draft ordinance amendments will be completed, with the assistance of a consultant, within nine months after the date permit coverage is extended. The City will approve ordinance amendments and begin implementation, within 12 months after the date permit coverage is extended.*

- C. Answer **yes** or **no** to indicate whether your regulatory mechanism(s) requires owners and operators of construction activity to develop site plans that incorporate the following erosion and sediment controls and waste controls as described in the Permit (Part III.D.4.a.(1)-(8)), and as listed below:

1. Best Management Practices (BMPs) to minimize erosion.

☒ Yes ☐ No

2. BMPs to minimize the discharge of sediment and other pollutants. ☒ Yes ☐ No
3. BMPs for dewatering activities. ☒ Yes ☐ No
4. Site inspections and records of rainfall events ☒ Yes ☐ No
5. BMP maintenance ☒ Yes ☐ No
6. Management of solid and hazardous wastes on each project site. ☒ Yes ☐ No
7. Final stabilization upon the completion of construction activity, including the use of perennial vegetative cover on all exposed soils or other equivalent means. ☒ Yes ☐ No
8. Criteria for the use of temporary sediment basins. ☒ Yes ☐ No

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*The City's Stormwater Pollution Prevention and Wetland Protection ordinance (Chapter 28, Article 7), more specifically Section 28-222, requires that a project SWPPP meets those requirements outlined within the most current MPCA NPDES general stormwater permit for construction activity. Other requirements are listed within the ordinance, some of which are redundant with requirements in the new NPDES construction permit. Also, City Code Section 28-232 specifies erosion and sediment control maintenance requirements and Section 28-233 specifies inspection requirements. The ordinance will require updates to: eliminate redundant requirements and clarify and better differentiate between erosion and sediment controls, waste controls, and inspection/maintenance requirements for City permitted land disturbance/construction projects less than one acre and projects not considered a common plan of development or sale and those controls required for projects also permitted by the MPCA. Draft ordinance amendments will be completed, with the assistance of a consultant, within nine months after the date permit coverage is extended. The City will approve ordinance amendments and begin implementation, within 12 months after the date permit coverage is extended.*

## Post-construction stormwater management

A. Do you have a regulatory mechanism(s) to address post-construction stormwater management activities?

☒ Yes ☐ No

1. If **yes**:

a. Check which *type* of regulatory mechanism(s) your organization has (check all that apply):

- |                                                |                                             |
|------------------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> Ordinance  | <input type="checkbox"/> Contract language  |
| <input type="checkbox"/> Policy/Standards      | <input checked="" type="checkbox"/> Permits |
| <input type="checkbox"/> Rules                 |                                             |
| <input type="checkbox"/> Other, explain: _____ |                                             |

b. Provide either a direct link to the mechanism selected above or attach it as an electronic document to this form; or if your regulatory mechanism is either an Ordinance or a Rule, you may provide a citation:

Citation:

Direct link:

*Note: line breaks were inserted in the URL to eliminate formatting problems with the application form.*

**FARIBAULT CITY CODE, SEC. 28-228 - PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICES:**

[http://library.municode.com/HTML/10757/level3/COOR\\_CH28WASE\\_ARTVIISTPOPRWEPR.html#](http://library.municode.com/HTML/10757/level3/COOR_CH28WASE_ARTVIISTPOPRWEPR.html#)

**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-228PESTBEMAPR**

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**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-229MIDESTPESTFA**

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**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-230GRPEST**

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**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-231WEWEBUST**

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**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-232MARE**

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**COOR\_CH28WASE\_ARTVIISTPOPRWEPR\_S28-233IN**

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[http://library.municode.com/HTML/10757/level4/COOR\\_APXBUNDERE\\_CH13OVSPDI\\_ART6SHMADI.html#](http://library.municode.com/HTML/10757/level4/COOR_APXBUNDERE_CH13OVSPDI_ART6SHMADI.html#)  
COOR\_APXBUNDERE\_CH13OVSPDI\_ART6SHMADI\_S13-700STMA

*Grading Permit Requirements and Application*

<http://www.ci.faribault.mn.us/assets/g/gradingplanrequirements.pdf>

<http://www.ci.faribault.mn.us/assets/g/gradingpermitapplication1.pdf>

☐ Check here if attaching an electronic copy of your regulatory mechanism, with the following file naming convention: *MS4NameHere\_PostCSWreg*.

B. Answer **yes** or **no** below to indicate whether you have a regulatory mechanism(s) in place that meets the following requirements as described in the Permit (Part III.D.5.a.):

1. **Site plan review:** Requirements that owners and/or operators of construction activity submit site plans with post-construction stormwater management BMPs to the permittee for review and approval, prior to start of construction activity. ☒ Yes ☐ No
2. **Conditions for post construction stormwater management:** Requires the use of any combination of BMPs, with highest preference given to Green Infrastructure techniques and practices (e.g., infiltration, evapotranspiration, reuse/harvesting, conservation design, urban forestry, green roofs, etc.), necessary to meet the following conditions on the site of a construction activity to the Maximum Extent Practicable (MEP):
  - a. For new development projects – no net increase from pre-project conditions (on an annual average basis) of: ☐ Yes ☒ No
    - 1) Stormwater discharge volume, unless precluded by the stormwater management limitations in the Permit (Part III.D.5.a(3)(a)).
    - 2) Stormwater discharges of Total Suspended Solids (TSS).
    - 3) Stormwater discharges of Total Phosphorus (TP).
  - b. For redevelopment projects – a net reduction from pre-project conditions (on an annual average basis) of: ☐ Yes ☒ No
    - 1) Stormwater discharge volume, unless precluded by the stormwater management limitations in the Permit (Part III.D.5.a(3)(a)).
    - 2) Stormwater discharges of TSS.
    - 3) Stormwater discharges of TP.
3. **Stormwater management limitations and exceptions:**
  - a. Limitations
    - 1) Prohibit the use of infiltration techniques to achieve the conditions for post-construction stormwater management in the Permit (Part III.D.5.a(2)) when the infiltration structural stormwater BMP will receive discharges from, or be constructed in areas: ☐ Yes ☒ No
      - a) Where industrial facilities are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit issued by the MPCA.
      - b) Where vehicle fueling and maintenance occur.
      - c) With less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
      - d) Where high levels of contaminants in soil or groundwater will be mobilized by the infiltrating stormwater.
    - 2) Restrict the use of infiltration techniques to achieve the conditions for post-construction stormwater management in the Permit (Part III.D.5.a(2)), without higher engineering review, sufficient to provide a functioning treatment system and prevent adverse impacts to groundwater, when the infiltration device will be constructed in areas: ☐ Yes ☒ No
      - a) With predominately Hydrologic Soil Group D (clay) soils.
      - b) Within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features.
      - c) Within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13.
      - d) Where soil infiltration rates are more than 8.3 inches per hour.
    - 3) For linear projects where the lack of right-of-way precludes the installation of volume control practices that meet the conditions for post-construction stormwater management in the Permit (Part III.D.5.a(2)), the permittee's regulatory mechanism(s) may allow exceptions as described in the Permit (Part III.D.5.a(3)(b)). The permittee's regulatory mechanism(s) shall ensure that a reasonable attempt be made to obtain right-of-way during the project planning ☐ Yes ☒ No

process.

4. **Mitigation provisions:** The permittee's regulatory mechanism(s) shall ensure that any stormwater discharges of TSS and/or TP not addressed on the site of the original construction activity are addressed through mitigation and, at a minimum, shall ensure the following requirements are met:
- a. Mitigation project areas are selected in the following order of preference: ☐ Yes ☒ No
    - 1) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.
    - 2) Locations within the same Minnesota Department of Natural Resource (DNR) catchment area as the original construction activity.
    - 3) Locations in the next adjacent DNR catchment area up-stream
    - 4) Locations anywhere within the permittee's jurisdiction.
  - b. Mitigation projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. ☐ Yes ☒ No
  - c. Routine maintenance of structural stormwater BMPs already required by this permit cannot be used to meet mitigation requirements of this part. ☐ Yes ☒ No
  - d. Mitigation projects shall be completed within 24 months after the start of the original construction activity. ☐ Yes ☒ No
  - e. The permittee shall determine, and document, who will be responsible for long-term maintenance on all mitigation projects of this part. ☐ Yes ☒ No
  - f. If the permittee receives payment from the owner and/or operator of a construction activity for mitigation purposes in lieu of the owner or operator of that construction activity meeting the conditions for post-construction stormwater management in Part III.D.5.a(2), the permittee shall apply any such payment received to a public stormwater project, and all projects must be in compliance with Part III.D.5.a(4)(a)-(e). ☐ Yes ☒ No
5. **Long-term maintenance of structural stormwater BMPs:** The permittee's regulatory mechanism(s) shall provide for the establishment of legal mechanisms between the permittee and owners or operators responsible for the long-term maintenance of structural stormwater BMPs not owned or operated by the permittee, that have been implemented to meet the conditions for post-construction stormwater management in the Permit (Part III.D.5.a(2)). This only includes structural stormwater BMPs constructed after the effective date of this permit and that are directly connected to the permittee's MS4, and that are in the permittee's jurisdiction. The legal mechanism shall include provisions that, at a minimum:
- a. Allow the permittee to conduct inspections of structural stormwater BMPs not owned or operated by the permittee, perform necessary maintenance, and assess costs for those structural stormwater BMPs when the permittee determines that the owner and/or operator of that structural stormwater BMP has not conducted maintenance. ☐ Yes ☒ No
  - b. Include conditions that are designed to preserve the permittee's right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by the permittee, when those responsibilities are legally transferred to another party. ☐ Yes ☒ No
  - c. Include conditions that are designed to protect/preserve structural stormwater BMPs and site features that are implemented to comply with the Permit (Part III.D.5.a(2)). If site configurations or structural stormwater BMPs change, causing decreased structural stormwater BMP effectiveness, new or improved structural stormwater BMPs must be implemented to ensure the conditions for post-construction stormwater management in the Permit (Part III.D.5.a(2)) continue to be met. ☐ Yes ☒ No

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within twelve (12) months of the date permit coverage is extended, these permit requirements are met:

*The City's Code of Ordinances includes some requirements for site plan review (Section 4-10 to 4-20), stormwater mitigation provision (Section 28-228), long term stormwater BMP structure operation and maintenance (Section 28-229), and permittee inspections (Section 28-233). However more detailed ordinance amendments need to be completed to satisfy the new permit requirements and provide continuity between City procedures and criteria adopted in City plans and other areas of the City Code. City procedures also need to be developed/re-established and implemented. Draft ordinance amendments that satisfy MS4 permit requirements, including those post-construction stormwater requirements outlined in B.2-B.5 above, will be developed, with the aid of a consultant, within nine months after the date permit coverage is extended. The City will adopt ordinance amendments and develop and begin implementation of standard operating procedures within 12 months of the date permit coverage is extended.*

### III. Enforcement Response Procedures (ERPs): (Part II.D.3)

A. Do you have existing ERPs that satisfy the requirements of the Permit (Part III.B.)?

☐ Yes ☒ No

1. If **yes**, attach them to this form as an electronic document, with the following file naming convention: *MS4NameHere\_ERPs*.
2. If **no**, describe the tasks and corresponding schedules that will be taken to assure that, with twelve (12) months of the date permit coverage is extended, these permit requirements are met:

*The City will develop ERPs, with the aid of a consultant, which comply with the new permit requirements and begin implementation within twelve months of the date that permit coverage is extended. The consultant will provide a draft copy of ERPs within six months of the date permit coverage is extended. City staff will review the ERPs and make suggested changes to the consultant during months six through nine. The consultant will incorporate the changes into the ERPs during the last three month period.*

*The primary focus will be on developing standard operating procedures and documentation for all ERPs and draft ordinance amendments to meet the permit's new requirements; most specifically related to the regulatory mechanism to meet the post-construction stormwater management conditions (MS4 Permit Part III.D.5). Draft ordinance amendments will be completed within nine months after the date permit coverage is extended. Ordinance amendments will be adopted and procedures will be developed and implemented within 12 months of the date permit coverage is extended.*

B. Describe your ERPs:

*The City currently has a strong regulatory mechanism that covers stormwater enforcement as seen in the attached section from the city code. The focus will be creating procedures to implement the applicable enforcement actions already incorporated in the code.*

*FOR IDDE ACTIVITY, PART III.D.3*

*From the City Code, Sec. 28-248. - Enforcement.*

*(a) Notice of violation. Whenever the city finds that a person has violated a prohibition or failed to meet a requirement of this article, the city may order compliance by sending written notice of the violation to the responsible person. Such notice must include the following information:*

- (1) The name and address of the alleged violator;*
- (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;*
- (3) A statement specifying the nature of the violation;*
- (4) A description of the remedial measures necessary to restore compliance with this article and a time schedule for the completion of such remedial action; and*

*(5) A statement of the actions that will be taken by the city if there is no compliance with the order.*

*(b) Remedial measures. The city may order that any of the following remedial measures be taken:*

- (1) The performance of monitoring, analysis, and reporting;*
- (2) The elimination of illicit connections or illegal discharges;*
- (3) That violating discharges, practices, or operations must cease and desist;*
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected premises;*
- (5) The implementation of source control or treatment BMPs; and*

*(6) Suspension of storm drain access. Any person discharging to the storm drain system in violation of this article may have his or her premises' storm drain system access terminated by the city if such termination will abate or reduce the illegal discharge. No person shall reinstate storm drain access to premises terminated pursuant to this article without the prior approval of the city.*

*(c) Emergency cease and desist orders. When the city finds that any person has violated, or continues to violate, any provision of this article, or any order issued hereunder, or that the person's past violation is likely to reoccur, and that the violation has caused or has contributed to an actual or threatened discharge to the storm drain system or waters of the state which reasonably appears to present an imminent or substantial endangerment to the public health, safety or welfare or to the environment, the city may issue an emergency cease and desist order in lieu of a notice of violation to the violator directing him or her to:*

- (1) Immediately comply and stop or eliminate the endangering discharge;*
- (2) Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including, but not limited to, immediately halting operations or terminating the discharge; and*



(3) Immediately comply with all requirements of this article and other applicable laws and regulations.

In the event of a person's failure to immediately comply with the emergency cease and desist order, the city may take such steps as deemed necessary to prevent or minimize harm to the storm drain system or waters of the state, or endangerment to persons or to the environment, including immediately terminating the facility's water supply, sewer connection, or other municipal utility services. The city may allow the person to recommence the discharge activities when he or she has demonstrated to the satisfaction of the city that the period of endangerment has passed, unless further termination proceedings are initiated against the person under this article. A person that is found by the city to be responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence to the Minnesota Pollution Control Agency within thirty (30) days of receipt of the emergency cease and desist order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, the city taking any other action against the violator.

(d) Appeal. The offending party may appeal the city's order to the city council. An appeal must be brought in writing no later than ten (10) days from the date of the notice.

(e) Abatement. If abatement of a violation or restoration of affected premises is required, the order must set forth a deadline within which such remediation or restoration must be completed. Said notice must further advise that, should the offending party fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof may be charged to the violator.

(f) Payment. In the event that abatement or restoration work is performed by the city, the city may charge the offending party for its costs and expenses associated with the work. If the bill received for abatement or restoration is not paid within thirty (30) days, the city may draw the amount of the bill from any financial guarantees that the city may be holding or may certify the amount to the county for collection with the property taxes.

(g) Public nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

(h) Penalty. Any person who violates any provision of this article shall be guilty of a misdemeanor and shall be subject to a maximum fine or maximum period of imprisonment or both, as specified by M.S. § 609.03. Each additional day that the premises remains in violation of this article shall constitute a separate violation of this article and may be prosecuted accordingly. Nothing contained herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation of this article, including, but not limited to, seeking a civil injunction or a restraining order.

(Ord. No. 2009-13, § 3, 10-13-09)

#### FOR CONSTRUCTION ACTIVITY, PARTS III D 4 & 5:

From the City Code, Sec. 28-234. - Financial security.

The city may require that the applicant post a financial security in the form of a surety bond in a form approved by the city attorney or his or her designee, when in the judgment of the city engineer or his or her designee that there is potential for environmental damage from the land disturbance activities. The applicant may file a cash bond or instrument of credit instead of a surety bond so long as it has been approved by the city attorney or his or her designee and is for an amount equal to that which would have been required for the surety bond. The amount of the bond shall be for an amount that will assure that the work can be completed by the city if it is not completed by the applicant in accordance with the approved plans and specifications and the SWPPP.

If the applicant simultaneously exposes more soil to erosion than originally stated in the SWPPP, the city may increase the amount of the financial security required.

If at any time during the course of the work, the financial security amount falls below fifty (50) percent of the required amount, the applicant shall post an additional financial security in the amount necessary to restore the financial security to the required amount within fourteen (14) days. If the applicant fails to post an additional financial security, the city may take any of the following actions:

(1) Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy; or

(2) Revoke any permit issued by the city to the applicant for the site.

After completion of the work, the city shall be authorized to retain any unused amount of the financial security for a period of one year of the completion date of the work in order to ensure that the final stabilization measures are established.

(Ord. No. 2009-13, § 2, 10-13-09)

From the City Code, Sec. 28-235. - Enforcement of article.

*In the event that the applicant's work on the site does not conform to the approved SWPPP or the most current version of the NPDES General Stormwater Permit for Construction Activity, the SWPPP is not being implemented or the applicant is in violation of any of the requirements of this article, the city engineer or his or her designee shall issue a written notice of noncompliance to the applicant detailing the corrective actions necessary for compliance. The applicant shall conduct the corrective actions within the time period determined by the city and stated in the notice. If an imminent hazard exists, the city may require that corrective work begin immediately.*

*(1) Stop work order. If corrective actions identified in the notice of noncompliance are not completed by the time period set forth by the city in the notice, the city engineer or his or her designee may issue an order to the applicant to stop all work on the site immediately until an erosion and sedimentation control inspection is performed on the site by the city engineer, public works director, or their designee and it is determined that the applicant may continue with the work. The applicant shall be responsible for scheduling the inspection.*

*(2) Action against the financial securities. If the corrective actions identified in the notice of noncompliance are not completed within the time specified in the notice, the city may also act against the financial security if any of the conditions listed below exist. The city shall use funds from this security to finance any corrective or remedial work undertaken by the city or a contractor under contract to the city and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and reasonable attorneys' fees.*

*(a) The applicant ceases land disturbance activities and abandons the work site prior to completion of the SWPPP;*

*(b) The applicant fails to conform to the SWPPP or to supplementary instructions issued by the city;*

*(c) The techniques utilized by the applicant pursuant to the SWPPP fail within one year of installation; or*

*(d) Emergency action is required pursuant to subsection (6).*

*(3) Remedial action. If corrective actions identified in the notice of noncompliance are not completed by the time period set forth by the city in the notice, the city shall also be entitled to take such remedial action as the director of public works or city engineer deems necessary to ensure compliance. In the event that the city takes remedial action, the applicant shall be responsible for all direct costs incurred by the city in the process of remedial work, including, but not limited to, staff time and attorneys' fees. In the event that the applicant does not reimburse the city for these expenses, they may be specially assessed against the property by the city and collected with the property taxes.*

*(4) Permit suspension and revocation. If the corrective actions identified in the notice of noncompliance are not completed within the time specified in the notice, the city may suspend or revoke the applicant's grading permit.*

*(5) Misdemeanor. Any person convicted of violating this Code shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment as specified by state statute. Such penalty may be imposed in addition to an action against the financial securities, issuance of stop work order, taking of remedial action, or suspension or revocation of the grading permit.*

*(6) Emergency action. If circumstances exist such that noncompliance with this article poses an immediate danger to the public health, safety and welfare, as determined by the city engineer or the director of public works, the city may take emergency preventative action. Prior to taking emergency preventative action, the city shall attempt every reasonable measure possible to contact and direct the applicant to take the necessary action.*

*(Ord. No. 2009-13, § 2, 10-13-09)*

#### **IV. Storm Sewer System Map and Inventory: (Part II.D.4.)**

**A. Describe how you manage your storm sewer system map and inventory:**

*The City's storm sewer system was originally mapped through the collection of GPS and attribute data. Infrastructure including manholes, catch basins, inlets/outfalls, pipes (of all diameters), and some stormwater BMP structures (primarily ponds), have been mapped. Individual structures and pipe segments have been assigned unique identification numbers and supporting attribute data is updated through regular inspections.*

*The entire map is updated on an as needed basis, as public and private development and redevelopment projects are completed, infrastructure inspections are completed, and undocumented connections and infrastructure are located. GPS data or data from as-built surveys and CAD drawings are utilized to update the storm sewer system map data.*

*The mapped data is stored within a geodatabase and may be edited either using ESRI's ArcGIS software program or limited edits may be completed through a web-based mapping application. System edits are tracked through the use of assigned edit codes which describe the update type and source information. Updates and edits are uploaded to the web application for use in the City's work order/maintenance tracking system.*

**B. Answer **yes** or **no** to indicate whether your storm sewer system map addresses the following requirements from the Permit (Part III.C.1.a-d), as listed below:**

1. The permittee's entire small MS4 as a goal, but at a minimum, all pipes 12 inches or greater in ☐ Yes ☒ No

diameter, including stormwater flow direction in those pipes.

2. Outfalls, including a unique identification (ID) number assigned by the permittee, and an associated geographic coordinate. ☐ Yes ☒ No
3. Structural stormwater BMPs that are part of the permittee's small MS4. ☐ Yes ☒ No
4. All receiving waters. ☐ Yes ☒ No

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*The majority of the publically owned storm sewer infrastructure has been mapped. The City has also mapped all stormwater ponds (private and public owned) and some other stormwater BMP structures. The City is currently working on incorporating privately owned stormwater BMP structures into the City's map and inventory and will complete the incorporation of known infrastructure and BMPs within 12 months of the date permit coverage is extended. GIS data of all receiving waters will additionally be incorporated within 12 months of the date permit coverage is extended.*

- C. Answer **yes** or **no** to indicate whether you have completed the requirements of 2009 Minnesota Session Law, Ch. 172, Sec. 28: with the following inventories, according to the specifications of the Permit (Part III.C.2.a.-b.), including:
1. All ponds within the permittee's jurisdiction that are constructed and operated for purposes of water quality treatment, stormwater detention, and flood control, and that are used for the collection of stormwater via constructed conveyances. ☒ Yes ☐ No
  2. All wetlands and lakes, within the permittee's jurisdiction, that collect stormwater via constructed conveyances. ☐ Yes ☒ No
- D. Answer **yes** or **no** to indicate whether you have completed the following information for each feature inventoried.
1. A unique identification (ID) number assigned by the permittee. ☐ Yes ☒ No
  2. A geographic coordinate. ☐ Yes ☒ No
  3. Type of feature (e.g., pond, wetland, or lake). This may be determined by using best professional judgment. ☐ Yes ☒ No

If you have answered **yes** to all above requirements, and you have already submitted the Pond Inventory Form to the MPCA, then you do not need to resubmit the inventory form below.

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*GIS data of lakes and wetlands (national and public water) currently exist. Each feature will be assigned a unique identification number and geographic coordinates will be incorporated in the feature's attribute data and within the City's Map within 12 months of the date permit coverage is extended.*

- E. Answer **yes** or **no** to indicate if you are attaching your pond, wetland and lake inventory to the MPCA on the form provided on the MPCA website at: <http://www.pca.state.mn.us/ms4>, according to the specifications of Permit (Part III.C.2.b.(1)-(3)). Attach with the following file naming convention: *MS4NameHere\_inventory*. ☐ Yes ☒ No

If you answered **no**, the inventory form must be submitted to the MPCA MS4 Permit Program within 12 months of the date permit coverage is extended.

## V. Minimum Control Measures (MCMs) (Part II.D.5)

### A. MCM1: Public education and outreach

1. The Permit requires that, within 12 months of the date permit coverage is extended, existing permittees revise their education and outreach program that focuses on illicit discharge recognition and reporting, as well as other specifically selected stormwater-related issue(s) of high priority to the permittee during this permit term. Describe your **current** educational program, including **any high-priority topics included**:

*Stormwater issues emphasized in the public education program currently include materials which cover all six MCMs. The topics are covered in a variety of media to include door hangers, brochures and flyers, factsheets, newsletters, news articles, and information provided through websites, social media, and public television. Current education topics include information about the MS4 permit program, illicit discharge identification and reporting (i.e. improper waste disposal, illegal dumping, illicit connections), proper waste management (i.e. pet waste, automobile care and materials), lawn care and maintenance, fats/oils/grease), groundwater/well protection, erosion and sediment controls for construction activity, post-construction management standards for development and redevelopment projects, promotion and implementation of stormwater best management practices, and stormwater pollution prevention and good housekeeping practices and programs. The City's stormwater website includes links for contractors and developers to EPA and MPCA applicable construction information, document, and tools. The City's Stormwater Pollution Prevention Plan is also always available on the City's website.*

- List the categories of BMPs that address your public education and outreach program, including the distribution of educational materials and a program implementation plan. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. Refer to the U.S. Environmental Protection Agency's (EPA) *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>).

If you have more than five categories, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Printed Material (e.g. brochures, pamphlets, factsheets)	Number and types of materials printed and handed out. Begin implementation in Year 1 and continue throughout permit term. Insert printed material into utility bills at least two times per year. Currently 7,300 customers receive utility bills.
Website	Number of hits on the website per year. Update website to include changes to MS4 program implemented as a result of the new permit. Review website on an annual basis.
Public Television	Number of times and types of stormwater-related videos that are broadcast. Show at least one video per year. Evaluate effectiveness at Year 4.
Newsletters/Newspaper	Number and topic of stormwater-related articles that are printed annually. Submit articles at least two times per year. <i>Investigate the feasibility of using electronic media versus hard copy educational material. See BMP below.</i>
Classroom Presentations	Activity and number of students involved. Year 1 – work with school district to determine where and how water quality best fits into their program. Year 2 - Work with school district to develop program. Year 3 – Implement program.
BMP categories to be implemented	Measurable goals and timeframes
<i>Electronic Media</i>	<i>Investigate the feasibility of using electronic media (e.g. e-Newsletter, Facebook, Twitter) to publish storm-water related articles/items in Year 1 to include frequency of publication. If feasible, implement in Year 2-5, as resources become available. Maintain copies of published data. Track followership if electronic media is incorporated into the program. Electronic media would be used to replace hard copies of newsletters and newspaper and reduce the amount of printed material.</i>

- Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

*Water Quality Specialist*

## B. MCM2: Public participation and involvement

- The Permit (Part III.D.2.a.) requires that, within 12 months of the date permit coverage is extended, existing permittees shall revise their current program, as necessary, and continue to implement a public participation/involvement program to solicit public input on the SWPPP. Describe your current program:

*Education is the cornerstone of public participation and involvement. The City reaches out to the public through its public education program. The City receives feedback on its program through its annual stormwater meeting and a public opinion survey. Staff informally surveys students, teachers and parents to gauge the effectiveness of the school-based program. A hotline is available for citizens to report noncompliance of any of the six MCMs.*

- List the categories of BMPs that address your public participation/involvement program, including solicitation and documentation of public input on the SWPPP. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. Refer to the EPA's *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>).

If you have more than five categories, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Annual Meeting	Date of meeting and number of attendees. The goal is 10

	attendees. Number of times televised on FCTV. Date and number of comments received and responded to through the public process and plan amendments.
Appropriate Public Notice	Provide notice at least thirty (30) days prior to the meeting. Distribute notice to local newspaper, FCTV, and in a local radio release. Post a notice on the City's website. Locations advertised, number of times and copies of advertisements or submissions for TV.
Availability of Stormwater Pollution Plan Document	The City's SWPPP document is available on the City's website. Copies are made available at city hall and the library once public notice for the annual meeting has been posted/distributed.
Citizen Survey	Surveys will be distributed every three years. Number of surveys distributed versus number completed. Publish the results of the survey. The survey will be distributed in Year 2 of the permit. The City will explore distributing mini-surveys during the Business Expo as outlined in "BMP categories to be Implemented" below. This may replace the more formal survey.
Volunteer Programs (e.g. adopt-a-pond, adopt-a-catch Basin, cleanup events, catch basin stenciling program)	Type of program/activity, partner organizations, number of participants. Goal – 1 volunteer opportunity/event per year. Goal – 20 catch basins stenciled per year.
Stormwater Hotline	Number of calls received, issue and actions taken.
Open House/Facilities Tour	Date of open house. Number in attendance. Educational materials distributed. Goal – Biennial program, 25 attendees.

<b>BMP categories to be implemented</b>	<b>Measurable goals and timeframes</b>
Annual Business Expo and/or Rice County Fair	Establish a stormwater kiosk at the annual Business Expo/Rice County Fair to increase public engagement. Evaluate the benefit of switching from a formal annual meeting to conducting annual feedback during the Business Expo/Rice County Fair. Year 1 - Number of people that visit the kiosk versus the annual meeting. Number of comments received on the City's stormwater program. Number of brochures handed out. Year 2 – Determine if the Expo/Fair will replace or supplement the formal annual meeting. Year 3 – Implement change as necessary.

3. Do you have a process for receiving and documenting citizen input? ☐ Yes ☒ No

If you answered **no** to the above permit requirement, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, this permit requirement is met:

*The City has hired a consultant to develop procedures that are in compliance with the new permit within twelve months of the date that permit coverage is extended. The consultant will provide a draft copy of recommended procedures within six months of the date permit coverage is extended. City staff will review the ERP language and make suggested changes to the consultant during months six through nine. The consultant will incorporate the changes into the ERP language during the last three month period.*

4. Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

*Water Quality Specialist*

### **C. MCM 3: Illicit discharge detection and elimination**

1. The Permit (Part III.D.3.) requires that, within 12 months of the date permit coverage is extended, existing permittees revise their current program as necessary, and continue to implement and enforce a program to detect and eliminate illicit discharges into the small MS4. Describe your current program:

*The City provides education to constituents on what constitutes an illicit discharge, the water quality impacts of illicit discharge, illegal dumping, illicit connections, and how the stormwater conveyance system functions. The City maintains "Pet Clean Up" signage and stations throughout the City's park and trail system. The City also provides and promotes a compost site for residents to dispose of yard waste. The City currently completes inspections for illicit discharges during regular inspections of components of the storm sewer infrastructure or if an illicit discharge or complaint is reported. The City utilizes additional tools (water quality sampling and analysis, televising equipment and mobile cameras) to further aid the detection and tracking of illicit discharges and illicit connections. A RV dump station is available at the City's WWTP.*

2. Does your Illicit Discharge Detection and Elimination Program meet the following requirements, as found in the Permit (Part III.D.3.c.-g.)?

- a. Incorporation of illicit discharge detection into all inspection and maintenance activities conducted under the Permit (Part III.D.6.e.-f.) Where feasible, illicit discharge inspections shall be conducted during dry-weather conditions (e.g., periods of 72 or more hours of no precipitation). ☐ Yes ☒ No
- b. Detecting and tracking the source of illicit discharges using visual inspections. The permittee may also include use of mobile cameras, collecting and analyzing water samples, and/or other detailed procedures that may be effective investigative tools. ☐ Yes ☒ No
- c. Training of all field staff, in accordance with the requirements of the Permit (Part III.D.6.g.(2)), in illicit discharge recognition (including conditions which could cause illicit discharges), and reporting illicit discharges for further investigation. ☐ Yes ☒ No
- d. Identification of priority areas likely to have illicit discharges, including at a minimum, evaluating land use associated with business/industrial activities, areas where illicit discharges have been identified in the past, and areas with storage of large quantities of significant materials that could result in an illicit discharge. ☐ Yes ☒ No
- e. Procedures for the timely response to known, suspected, and reported illicit discharges. ☐ Yes ☒ No
- f. Procedures for investigating, locating, and eliminating the source of illicit discharges. ☐ Yes ☒ No
- g. Procedures for responding to spills, including emergency response procedures to prevent spills from entering the small MS4. The procedures shall also include the immediate notification of the Minnesota Department of Public Safety Duty Officer, if the source of the illicit discharge is a spill or leak as defined in Minn. Stat. § 115.061. ☐ Yes ☒ No
- h. When the source of the illicit discharge is found, the permittee shall use the ERPs required by the Permit (Part III.B.) to eliminate the illicit discharge and require any needed corrective action(s). ☐ Yes ☒ No

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*The City with the aid of a consultant, will develop a program and training schedule and implement procedures that will meet the IDDE requirements of the new general permit. Illicit discharge and enforcement are currently covered within the City's code of ordinances, however, standardized procedures and documentation are needed to more formally implement the ordinance requirements and City's IDDE program. Standard operating procedures and an employee training schedule will be developed and any ordinance amendments will be completed within twelve months of the date that permit coverage is extended. A draft copy of the procedures will be completed within six months of the date permit coverage is extended. Procedures will be reviewed and revised and any draft ordinance amendments will be completed during months six through nine. Changes will be incorporated into the ERPs during the last three month period.*

3. List the categories of BMPs that address your illicit discharge, detection and elimination program. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. Refer to the EPA's *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>).

**If you have more than five categories**, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Ordinance	Review the illicit discharge and public nuisance ordinances every general permit renewal to ensure that it continues to comply with the MS4 NPDES/SDS General Storm Water Permit. Update ordinance within 12 months permit coverage is extended. Review annually.
Inspections	Number of inspections conducted, findings, corrective action. Minimum of 20% of all outlets will be inspected annually during dry weather conditions.
Training	Number of employees trained. A training program that includes all new employees and seasonal employees in public works, engineering and parks. Appropriate public safety and code enforcement personnel will be added in Year 2 of the permit.
BMP categories to be implemented	Measurable goals and timeframes
Inspections	Inspections for high-priority outfalls and areas. Number of inspections conducted, findings, corrective action. Minimum annual inspections of high priority outfalls and around high-risk areas/establishments (e.g. fast food restaurants, dumpsters, car washes, mechanic shops). Year 1 identify priority outfalls/areas. Year 2-5 – implement high-priority outfall/area inspection program.

4. Do you have procedures for record-keeping within your Illicit Discharge Detection and Elimination (IDDE) program as specified within the Permit (Part III.D.3.h.)? ☐ Yes ☒ No

If you answered **no**, indicate how you will develop procedures for record-keeping of your Illicit Discharge, Detection and Elimination Program, within 12 months of the date permit coverage is extended:

*The consultant, using the steps and timetable in C.2 above, will work with the City to develop a record keeping system that incorporates the documentation requirements of Part III.D.3.h.*

5. Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

*Water Quality Specialist*

#### **D. MCM 4: Construction site stormwater runoff control**

1. The Permit (Part III.D.4) requires that, within 12 months of the date permit coverage is extended, existing permittees shall revise their current program, as necessary, and continue to implement and enforce a construction site stormwater runoff control program. Describe your current program:

*The site plan approval process is covered in the City's Unified Development Regulation, Chapter 4. The City has developed a package that they provide to permittees that apply for a grading permit. The package includes a checklist for grading; construction site waste control practices; construction site inspection, maintenance and enforcement procedures; and minimum erosion and sediment control BMPs. The City's website directs potential permittees to the applicable portions of the City Code, Unified Development Regulation (Chapter 4), the MPCA Stormwater Construction General Permit and outlines the general site plan requirements for a grading permit. The application for the grading permit is also available on the website. Permitted site inspections are conducted by City staff at least once per month and more often for projects located in sensitive areas.*

2. Does your program address the following BMPs for construction stormwater erosion and sediment control as required in the Permit (Part III.D.4.b.):

- a. Have you established written procedures for site plan reviews that you conduct prior to the start of construction activity? ☒ Yes ☐ No
- b. Does the site plan review procedure include notification to owners and operators proposing construction activity that they need to apply for and obtain coverage under the MPCA's general permit to *Discharge Stormwater Associated with Construction Activity No. MN R100001*? ☒ Yes ☐ No
- c. Does your program include written procedures for receipt and consideration of reports of noncompliance or other stormwater related information on construction activity submitted by the public to the permittee? ☐ Yes ☒ No
- d. Have you included written procedures for the following aspects of site inspections to determine compliance with your regulatory mechanism(s):
  - 1) Does your program include procedures for identifying priority sites for inspection? ☐ Yes ☒ No
  - 2) Does your program identify a frequency at which you will conduct construction site inspections? ☐ Yes ☒ No
  - 3) Does your program identify the names of individual(s) or position titles of those responsible for conducting construction site inspections? ☐ Yes ☒ No
  - 4) Does your program include a checklist or other written means to document construction site inspections when determining compliance? ☒ Yes ☐ No
- e. Does your program document and retain construction project name, location, total acreage to be disturbed, and owner/operator information? ☒ Yes ☐ No
- f. Does your program document stormwater-related comments and/or supporting information used to determine project approval or denial? ☒ Yes ☐ No
- g. Does your program retain construction site inspection checklists or other written materials used to document site inspections? ☒ Yes ☐ No

If you answered **no** to any of the above permit requirements, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met.

*The City, with the aid of a consultant, will re-develop its construction site runoff program, standardize document/plan receipt, review, and approval procedures and documentation, and site inspection procedures, schedule, and documentation (including identification of characteristics of high priority sites and titles of individuals responsible for conducting the inspections) that will meet the requirements of the new general and construction permits. The City's code of ordinances includes many requirements that achieve those outlined within the new permit. A comprehensive construction site runoff control program that addresses the requirements will be completed within twelve months of the*



date that permit coverage is extended. A draft copy of program will be completed within six months of the date permit coverage is extended, reviewed and revised during months six through nine, and finalized during the last three month period. Areas to be addressed include:

2.a. Site review procedures are covered in the City's Unified Development Regulation, Chapter 4. However, a more detailed process that specifically evaluates potential stormwater issues will be investigated as part of those procedures.

2.c. Procedures will be developed for receiving and considering non-compliance reports.

2.d. 1-3. Procedures will be developed to identify characteristics of high priority sites, during site plan review, for inspections, recommended inspection frequency and titles of those responsible for conducting inspections. The inspection checklist will be reviewed to ensure compliance with the new permit.

3. List the categories of BMPs that address your construction site stormwater runoff control program. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. Refer to the EPA's *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>). **If you have more than five categories**, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Ordinance	Review the ordinances after every general permit renewal to ensure that it continues to comply with the MS4 NPDES/SDS General Storm Water Permit. Update ordinance within 12 months permit coverage is extended. Update our city permit and ordinance to meet MPCA General Permit to Discharge Storm Water Associated with Construction Activity. Review annually.
Developer's Package	Review package contents annually. Continue to make them available on the website or via hardcopy. Package will be updated during Year 1 to include new requirements.
Grading Permit	Number of applications received and number of permits issued annually.
Site Plan Review/Checklist	Number of site plan reviews conducted annually. Update the site plan review process and checklist to meet the new permit requirements within 12 months after permit coverage.
Training	Name of individual, date of certification, expiration of certification and type of certification. Engineering staff and water quality specialist will maintain U of M Extension Erosion and Sediment Installer/Inspector qualification. At least one staff member from public works or engineering will maintain SWPPP design certification. New staff selected to receive training will obtain training/certification within two years of hire and receive recurring training per permit requirements.
Hotline/Reporting	Number of calls, response time and response. Post hotline number on City's website. Allow citizens to dial a number and leave a message 24/7 to report permit non-compliance issues to the City. The feasibility of using web-based reporting will be investigated in Year 1 and implemented in Year 2, if feasible.
Inspections	Number of inspections conducted, findings and corrective action.
BMP categories to be implemented	Measurable goals and timeframes
Education (e.g. seminars)	Date of training, topics, number and names of individuals trained—goal is 80% within the 5-year permit period. Provide an educational workshop on permit requirements for contractors and developers at least biennially. Collaborate with other LGU's. Partnerships formed.

4. Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

Water Quality Specialist



## E. MCM 5: Post-construction stormwater management

1. The Permit (Part III.D.5.) requires that, within 12 months of the date permit coverage is extended, existing permittees shall revise their current program, as necessary, and continue to implement and enforce a post-construction stormwater management program. Describe your current program:

*The MS4 general permit governs the post-construction management program. The City uses several tools to guide post-construction activities. The primary tool that guides overall stormwater development goals is the 2004 Surface Water Management Plan (SWMP); it outlines the surface water needs. The plan is published on the City's website. Other tools include land use, transportation, housing, community and economic development and environmental and natural resources planning. Post-construction requirements are addressed in the City Code and Unified Development Regulation.*

2. Have you established written procedures for site plan reviews that you will conduct prior to the start of construction activity? ☒ Yes ☐ No
3. Answer **yes** or **no** to indicate whether you have the following listed procedures for documentation of post-construction stormwater management according to the specifications of Permit (Part III.D.5.c.):
- a. Any supporting documentation that you use to determine compliance with the Permit (Part III.D.5.a), including the project name, location, owner and operator of the construction activity, any checklists used for conducting site plan reviews, and any calculations used to determine compliance? ☒ Yes ☐ No
- b. All supporting documentation associated with mitigation projects that you authorize? ☐ Yes ☒ No
- c. Payments received and used in accordance with Permit (Part III.D.5.a.(4)(f))? ☐ Yes ☒ No
- d. All legal mechanisms drafted in accordance with the Permit (Part III.D.5.a.(5)), including date(s) of the agreement(s) and names of all responsible parties involved? ☐ Yes ☒ No

If you answered **no** to any of the above permit requirements, describe the steps that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met.

*Many of the requirements are covered in the City Code and Unified Development Regulation, however a program needs to be developed that better implements the ordinance requirements. The City has hired a consultant to assist in developing the procedures to be completed within twelve months of the date that permit coverage is extended. The consultant will provide a draft copy of program within six months of the date permit coverage is extended. City staff will review the procedures and make suggested changes to the consultant during months six through nine. The consultant will incorporate the changes into the program documents during the last three month period. Areas specifically addressed include:*

*3.b. Public Works staff will work with the Community Development and Engineering Department to develop procedures that document authorized mitigation projects.*

*3.c. Public Works staff will work with the Finance Department to develop SOPs to track payment-in-lieu of other required post-construction activities.*

*3.d. Public Works staff will work with City Administration, Community Development and Engineering Departments and the City Attorney to develop standard language that can be included in the appropriate agreements, contracts and ordinances.*

4. List the categories of BMPs that address your post-construction stormwater management program. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. Refer to the EPA's *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>). If you have more than five categories, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Ordinance	Review the ordinances after every general permit renewal to ensure that it continues to comply with the MS4 NPDES/SDS General Stormwater Permit. Update ordinance within 12 months permit coverage is extended. Review annually.
Checklist for Site Plan Review	Update procedures for site plan review to meet new stormwater permit requirements and incorporate into a checklist. Review annually.
Developer's Package	Review package contents annually. Continue to make them available on the website or via hardcopy. Package will be updated during year one to include new requirements.

  

BMP categories to be implemented	Measurable goals and timeframes
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Document Pertinent Project Information	Maintain all related documents pertaining to each new or redevelopment project in more user-friendly filing system for better records management. Implement by Year 2.
Inspections	Number of inspections conducted, findings and corrective action. Develop a post-construction inspection schedule during Year 1. Implement the program during Year 2.

5. Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

*Water Quality Specialist*

#### F. MCM 6: Pollution prevention/good housekeeping for municipal operations

1. The Permit (Part III.D.6.) requires that, within 12 months of the date permit coverage is extended, existing permittees shall revise their current program, as necessary, and continue to implement an operations and maintenance program that prevents or reduces the discharge of pollutants from the permittee owned/operated facilities and operations to the small MS4. Describe your current program:

*The City has a municipal maintenance program that addresses areas of stormwater concern. The programs include an ice control policy, salt and storage facility, fleet and equipment maintenance program, used oil and fluids recycling, a sanitary sewer maintenance program, storm sewer maintenance program and composting program. The City provides training for the Utilities, Water, Streets, Parks and Engineering Department staff with respect to pollution prevention/goodhouse keeping, the hazards of illegal discharges, the improper disposal of waste and the need to prevent or reduce pollutant runoff.*

2. Do you have a facilities inventory as outlined in the Permit (Part III.D.6.a.)? ☐ Yes ☒ No
3. If you answered **no** to the above permit requirement in question 2, describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, this permit requirement is met:

*In coordination with a consultant, the Water Quality Specialist will direct and coordinate the facilities inventory within 12 months after the date permit coverage is extended. During the summer of 2014, staff will work with summer seasonal employee(s) to identify and create an inventory of City facilities that have the potential to contribute pollutants to stormwater discharges. The list of potential sites will be completed by October 2014 and subsequently reviewed by the Water Quality Specialist. After review, the inventory will be given to Engineering Department to be added to the City's GIS database and map. The inventory and map will be completed within 12 months of the date permit coverage is extended.*

4. List the categories of BMPs that address your pollution prevention/good housekeeping for municipal operations program. Use the first table for categories of BMPs that you have established and the second table for categories of BMPs that you plan to implement over the course of the permit term.

Include the measurable goals with appropriate timeframes that each BMP category will be implemented and completed. In addition, provide interim milestones and the frequency of action in which the permittee will implement and/or maintain the BMPs. For an explanation of measurable goals, refer to the EPA's *Measurable Goals Guidance for Phase II Small MS4s* (<http://www.epa.gov/npdes/pubs/measurablegoals.pdf>).

**If you have more than five categories**, hit the tab key after the last line to generate a new row.

Established BMP categories	Measurable goals and timeframes
Employee Training	Number of employees trained, date of training and topics covered. Update training program to include those items required by the new permit within 12 months of the date permit coverage is extended.
Municipal Maintenance Program	Review and update the policies and programs biennially.
Street Sweeping	If feasible, tons or cubic yards of debris collected. The entire City is swept twice per year. The downtown is swept once per week, weather permitting in the spring, summer and fall.
Structural BMPs	Number of stormwater structures and ponds inspected, findings and corrective actions. Inspect storm water ponds biennially, except those identified as needing more frequent inspections because of maintenance issues or excessive sediment deposition.
Inspections/Corrective Actions	Inspect city-owned stock piles, material storage and material handling areas annually in the spring. Annually develop an implementation plan for corrective measures based on the findings. Document issues that cannot be resolved within one year on the annual report. Implement quarterly inspections

	during Year 1.
Record Retention	Records will be maintained three years after the permit expires.

BMP categories to be implemented	Measurable goals and timeframes

5. Does discharge from your MS4 affect a Source Water Protection Area (Permit Part III.D.6.c.)? ☒ Yes ☐ No

a. If **no**, continue to 6.

b. If **yes**, the Minnesota Department of Health (MDH) is in the process of mapping the following items. Maps are available at <http://www.health.state.mn.us/divs/eh/water/swp/maps/index.htm>. Is a map including the following items available for your MS4:

1) Wells and source waters for drinking water supply management areas identified as vulnerable under Minn. R. 4720.5205, 4720.5210, and 4720.5330? ☒ Yes ☐ No

2) Source water protection areas for surface intakes identified in the source water assessments conducted by or for the Minnesota Department of Health under the federal Safe Drinking Water Act, U.S.C. §§ 300j – 13? ☐ Yes ☒ No

c. Have you developed and implemented BMPs to protect any of the above drinking water sources? ☒ Yes ☐ No

6. Have you developed procedures and a schedule for the purpose of determining the TSS and TP treatment effectiveness of all permittee owned/operated ponds constructed and used for the collection and treatment of stormwater, according to the Permit (Part III.D.6.d.)? ☐ Yes ☒ No

7. Do you have inspection procedures that meet the requirements of the Permit (Part III.D.6.e.(1)-(3)) for structural stormwater BMPs, ponds and outfalls, and stockpile, storage and material handling areas? ☐ Yes ☒ No

8. Have you developed and implemented a stormwater management training program commensurate with each employee's job duties that:

a. Addresses the importance of protecting water quality? ☐ Yes ☒ No

b. Covers the requirements of the permit relevant to the duties of the employee? ☐ Yes ☒ No

c. Includes a schedule that establishes initial training for new and/or seasonal employees and recurring training intervals for existing employees to address changes in procedures, practices, techniques, or requirements? ☐ Yes ☒ No

9. Do you keep documentation of inspections, maintenance, and training as required by the Permit (Part III.D.6.h.(1)-(5))? ☐ Yes ☒ No

If you answered **no** to any of the above permit requirements listed in **Questions 5 – 9**, then describe the tasks and corresponding schedules that will be taken to assure that, within 12 months of the date permit coverage is extended, these permit requirements are met:

*F.6. The City will develop procedures and schedule for determining TSS and TP treatment effectiveness of city-owned ponds used for the treatment of stormwater runoff. The City will conduct research in Years 1 and 2, develop procedures and an assessment schedule in Year 3, and begin the performance assessment starting in Year 4. It is anticipated that completion of the performance assessment for City-owned stormwater ponds will extend beyond this permit term.*

*F.7. The City currently meets the pond temporal inspection requirements. An inspection plan and timetable that meets the requirements of Part III.D.6.e (1)-(3) will be developed in year one and implemented in year two of the permit. All ponds, outfalls and BMP structures will be inspected in accordance with the schedule.*

*F.8. Staff will work with Human Resources to schedule initial stormwater training for all new employees and seasonal employees where appropriate. Staff will work with a consultant to continue to develop its training program to meet the new permit requirements. The program will be implemented within 12 months after permit coverage is extended.*

*F.9. The City has a documentation system for inspections, maintenance and training. However, the current system does not meet all of the requirements of the new permit. The system will be updated within the 12 months after permit coverage is extended to incorporate the new requirements.*

10. Provide the name or the position title of the individual(s) who is responsible for implementing and/or coordinating this MCM:

*Water Quality Specialist*

## VI. Compliance Schedule for an Approved Total Maximum Daily Load (TMDL) with an Applicable Waste Load Allocation (WLA) (Part II.D.6.)

A. Do you have an approved TMDL with a Waste Load Allocation (WLA) prior to the effective date of the Permit? ☒ Yes ☐ No

1. If **no**, continue to section VII.
2. If **yes**, fill out and attach the MS4 Permit TMDL Attachment Spreadsheet with the following naming convention: *MS4NameHere\_TMDL*.

This form is found on the MPCA MS4 website: <http://www.pca.state.mn.us/ms4>.

## VII. Alum or Ferric Chloride Phosphorus Treatment Systems (Part II.D.7.)

A. Do you own and/or operate any Alum or Ferric Chloride Phosphorus Treatment Systems which are regulated by this Permit (Part III.F.)? ☐ Yes ☒ No

1. If **no**, this section requires no further information.
2. If **yes**, you own and/or operate an Alum or Ferric Chloride Phosphorus Treatment System within your small MS4, then you must submit the Alum or Ferric Chloride Phosphorus Treatment Systems Form supplement to this document, with the following naming convention: *MS4NameHere\_TreatmentSystem*.

This form is found on the MPCA MS4 website: <http://www.pca.state.mn.us/ms4>.

## VIII. Add any Additional Comments to Describe Your Program

## TMDL Wasteload Allocation Excel Spreadsheet PART II.D.6.a.-e.

Copy and paste from the Master List MS4 TMDL Spreadsheet for your MS4 to the space below.

Attach this completed form with your SWPPP Document at the time of submittal. At a **minimum**, provide all of the information "" items (TMDL Project Name, Type of WLA, Numeric WLA, Unit, Flow Condition, and Pollutant of Concern).

Permittee name	Preferred ID	TMDL project name*	Waterbody ID	Type of WLA*	Numeric WLA*	Unit*	Percent reduction	Flow condition*	Waterbody name	Pollutant of concern*	Date approved
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040001-511	Categorical	13.1	tons/day		High	Cannon River, HUC boundary in Rice Lk Bottoms to Vermillion Slough/Mississippi R	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040001-511	Categorical	4.7	tons/day		Moist	Cannon River, HUC boundary in Rice Lk Bottoms to Vermillion Slough/Mississippi R	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040001-511	Categorical	3	tons/day		Mid-Range	Cannon River, HUC boundary in Rice Lk Bottoms to Vermillion Slough/Mississippi R	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040001-511	Categorical	1.5	tons/day		Dry	Cannon River, HUC boundary in Rice Lk Bottoms to Vermillion Slough/Mississippi R	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040001-511	Categorical	0.6	tons/day		Low	Cannon River, HUC boundary in Rice Lk Bottoms to Vermillion Slough/Mississippi R	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040002-502	Categorical	12.1	tons/day		High	Cannon River, Pine Creek to Belle Creek	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040002-502	Categorical	4.3	tons/day		Moist	Cannon River, Pine Creek to Belle Creek	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040002-502	Categorical	2.7	tons/day		Mid-Range	Cannon River, Pine Creek to Belle Creek	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040002-502	Categorical	1.4	tons/day		Dry	Cannon River, Pine Creek to Belle Creek	TSS	7/13/2007
Faribault City	MS400233	Lower Cannon River Turbidity TMDL	07040002-502	Categorical	0.5	tons/day		Low	Cannon River, Pine Creek to Belle Creek	TSS	7/13/2007
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-502	Categorical	6.86	10 <sup>12</sup> organisms/month		High	Cannon River, Pine Creek to Belle Creek	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-502	Categorical	2.52	10 <sup>12</sup> organisms/month		Moist	Cannon River, Pine Creek to Belle Creek	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-502	Categorical	1.12	10 <sup>12</sup> organisms/month		Mid-Range	Cannon River, Pine Creek to Belle Creek	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-502	Categorical	0.39	10 <sup>12</sup> organisms/month		Dry	Cannon River, Pine Creek to Belle Creek	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-502	Categorical	0.15	10 <sup>12</sup> organisms/month		Low	Cannon River, Pine Creek to Belle Creek	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-509	Categorical	6.82	10 <sup>12</sup> organisms/month		High	Cannon River, Northfield Dam to Lake Bylesby Inlet	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-509	Categorical	2.47	10 <sup>12</sup> organisms/month		Moist	Cannon River, Northfield Dam to Lake Bylesby Inlet	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-509	Categorical	1.07	10 <sup>12</sup> organisms/month		Mid-Range	Cannon River, Northfield Dam to Lake Bylesby Inlet	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-509	Categorical	0.35	10 <sup>12</sup> organisms/month		Dry	Cannon River, Northfield Dam to Lake Bylesby Inlet	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-509	Categorical	0.11	10 <sup>12</sup> organisms/month		Low	Cannon River, Northfield Dam to Lake Bylesby Inlet	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-515	Categorical	4.84	10 <sup>12</sup> organisms/month		High	Straight River, Rush Creek to Cannon River	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-515	Categorical	1.78	10 <sup>12</sup> organisms/month		Moist	Straight River, Rush Creek to Cannon River	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-515	Categorical	0.80	10 <sup>12</sup> organisms/month		Mid-Range	Straight River, Rush Creek to Cannon River	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-515	Categorical	0.14	10 <sup>12</sup> organisms/month		Dry	Straight River, Rush Creek to Cannon River	Fecal Coliform	4/5/2006
Faribault City	MS400233	Lower Mississippi River Basin Fecal Coliform Bacteria TMDL	07040002-515	Categorical	0.00	10 <sup>12</sup> organisms/month		Low	Straight River, Rush Creek to Cannon River	Fecal Coliform	4/5/2006

Compliance Schedule PART II.D.6.f.-g.

Is your MS4 currently meeting its WLA for any approved TMDLs?  
☐ NO (Complete Table 1, Strategies for continued BMP implementation beyond the term of this permit, and Table 2 below)  
☒ YES (Provide the following information below)  
If YES, indicate the WLAs (may be grouped by TMDL Project) you believe are reasonably being met. For each WLA, list the implemented BMPs and provide a narrative strategy for the long-term continuation of meeting each WLA. PART II.D.6.g.(1)-(2)

Go to: [Table 1](#)      Go to: [Strategies...](#)      Go to: [Table 2](#)

The Lower Cannon River Turbidity TMDL did not call for a reduction in loading from regulated MS4s; therefore the City is currently meeting all applicable WLA's associated with this project. It allowed for 20 years growth for the communities of Faribault, Northfield, Owatonna and Waseca and included 5% of the land area of the TMDL project area. The only requirement outlined in the TMDL was that the communities develop a SWPPP. The City of Faribault completed its SWPPP in 2007. In conjunction with the SWPPP, the City implemented structural and non-structural BMPs and good housekeeping practices that reduced TSS impacts on the Cannon River Watershed. In addition, the requirements of the new MS4 general permit (August 1, 2013) should maintain or reduce the amount of TSS entering the Lower Cannon River from the City of Faribault, mitigating its impact on the river's water quality and allowing for continued growth.

The Lower Mississippi River Basin Fecal Coliform Bacteria TMDL did not call for a reduction in loading from regulated MS4s; therefore the City is currently meeting all applicable WLA's associated with this project. It includes the communities of Faribault, Northfield, Owatonna and Waseca which covers and estimated 3% of the land area of the TMDL project area. The City of Faribault completed its a SWPPP in 2007. In conjunction with the SWPPP, the City implemented structural and non-structural BMPs and good housekeeping practices that reduce fecal coliform impacts on the Lower Mississippi River Basin. In addition, the requirements of the new MS4 general permit (August 1, 2013) should maintain or reduce the amount of fecal coliform entering the Cannon River from the City of Faribault, mitigating its impact on the river's water quality and allowing for continued growth.

Table 1  
Fill in the following table with your Interim Milestones, BMP IDs, and Implementation Dates. Replace "TMDL Project Name & Pollutant" Columns with each TMDL Project Name and the corresponding pollutant. Then put an "X" in the boxes for the TMDL that corresponds with each BMP. PART II.D.6.f.(1)-(2)

**NOTE:**  
It is recommended to assign each Interim Milestone (BMP) a BMP ID. You will be required to report on the status of each Interim Milestone and include a BMP ID for all structural BMPs as part of the MS4 Annual Report (see Part III.E.), so including those ID numbers at the time of application may be useful in tracking implementation efforts. If a pond that will be included in the pond inventory (Part III.C.2.) is to be applied toward a WLA, use the same ID for both the pond inventory and TMDL tracking. Non-structural BMPs are not required to have an ID, but it may be useful to assign it an ID for internal MS4 recordkeeping.

MPCA recommends the Implementation Dates align with the submittal of MS4 Annual Reports. Dates selected may not reflect the actual date a BMP is implemented, but shall indicate a BMP will be implemented on that date or before for that reporting year.

Interim Milestone (Best Management Practice)	BMP ID	Implementation Date	TMDL Project Name & Pollutant1

Strategies for continued BMP implementation beyond the term of this permit. PART II.D.6.f.(3)

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Table 2  
Target dates the applicable WLA(s) will be achieved. PART II.D.6.f.(4)

TMDL Project	Target Date to Achieve WLA

# **SPECIAL PROVISIONS**

## **CENTRAL AVENUE RECONSTRUCTION**

**Contract 2013-05**  
**S.A.P. 125-123-010**

Central Avenue - 6<sup>th</sup> Street N. to 14<sup>th</sup> Street N.  
13<sup>th</sup> Street N.E. - Central Avenue to East End

### **General**

1. All work shall be performed in accordance with the 2005 MnDOT Standard Specifications for Construction, the City of Faribault Standard Specifications for Construction (April 1993), these Special Provisions, and Appendices attached.
2. The anticipated start date for this project is August 21, 2013 and is when the Notice-to-Proceed will be issued. The Contractor shall have two options available to them with regards to scheduling the work. For one option, all work with the exception of the final wear course paving and pavement markings is to be completed by November 15, 2013. For the second option, the Contractor can leave all work on Central Avenue from 6<sup>th</sup> Street N. up to the north side of 7<sup>th</sup> Street N. and the work on 13<sup>th</sup> Street NE until 2014, and only doing the work on Central Avenue from the north side of 7<sup>th</sup> Street N. up to 14<sup>th</sup> Street N. As with the first option, the paving of the final wear course and the pavement markings for this segment would be done in 2014. Under either scenario, 7<sup>th</sup> Street NE/NW will only be allowed to be closed to through traffic for a maximum of ten (10) working days (current traffic volumes on 7<sup>th</sup> Street NE/NW in this area are about 7,300 vehicles a day, including a lot of truck traffic). Additionally, under the second option, the Contractor shall be responsible (at their cost) to make temporary connections and other accommodations for sanitary sewers, watermains, storm sewers, and any other affected facilities to maintain uninterrupted flows at all times.
3. All work on the project, regardless of which schedule option is taken, is to be completed (including all corrective/punchlist work) by July 31, 2014. The Contractor's attention is directed toward Section 1807 regarding liquidated damages if work is not completed within the specified timeframes.
4. If the Contractor elects to go with the first schedule outlined in the previous section, work on Central Avenue from 6<sup>th</sup> Street N. up to the north side of 7<sup>th</sup> Street N. may not begin until after October 1, 2013 (coordinated with another construction project in the downtown area).
5. The Contractor shall be required to conform to all State and Federal Labor laws, including the payment of prevailing wages (Davis-Bacon Act). A schedule of prevailing wages, along with Special Provisions for Equal Employment Opportunity, is attached to these Special Provisions as **Appendices A** and **B**. The Contractor shall have copies of these Labor Provisions on file at job headquarters, and shall post a notice, approved by the Engineer, in a conspicuous place at the site of the work, informing employees that these provisions are available for their inspection. Copies of these provisions can be secured from the State without charge.



Special Provisions  
Contract 2013-05

6. No price adjustments or allowances shall be allowed for either an increase or decrease in the estimated quantity for any construction items on this project, or for the scheduling of some of the work included in this project taking place in 2014. However, an increase in quantity of more than 25% for any bid item may be cause for an extension of the project completion dates (intermediate and/or final) on the project, if the item is the controlling work item as it relates to overall progress on the contract at the time the work is performed.
7. Progress payments will be made monthly, for work satisfactorily completed from the first to last day of each month. The payments will be processed to be approved at the first council meeting of each month (the second Tuesday of the month) and will be mailed the next day. Payments will only be made for materials incorporated into the work – no payment will be made for materials stored or otherwise secured for use on the project.
8. As shown on the plans, various utilities are located within the project right-of-way. There are additional utilities that may exist and are not shown on the plans. The Contractor shall coordinate his/her activities with the affected utility companies and/or adjacent property owners and will be responsible for verification and protection of all utilities in their existing location (power poles, pedestals, sprinkler systems, electronic pet buriers, etc....). The Contractor shall coordinate with the private utilities and/or adjacent property owners to arrange supporting/relocation and/or repairs to all facilities as needed for all utility and street improvements. The City shall not incur additional costs if the locations of utilities are not shown on the plans or for delays in construction caused from conflicts with private utilities.
9. All subsurface utility information in this plan is utility quality level –D”. This quality level has been determined according to the guidelines of CI/ASCE 38-.2 entitled –Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”.
10. The Contractor may utilize the exterior storage area at the former Public Works Garage, located to the southeast of the project at 601 1<sup>st</sup> Avenue N.E. The storage area is only for new materials to be incorporated into the work or materials salvaged from the project that are to be reinstalled as part of the project. The Contractor will not be allowed to store project removal items (such as concrete pavements or sidewalks, old manhole structures, etc.) for later disposal—those types of materials shall be removed from the project area on the day that it is removed from its existing location.

**Traffic Control**

11. The Contractor shall furnish and install all construction signs, barricades, barricade lights, traffic marking tape, and warning lights which are needed for the guidance, warning, and control of traffic through this project. All traffic control devices shall conform to the "Minnesota Manual of Uniform Traffic Control Devices" and Standard Signs Manual Parts I and II. The Contractor shall maintain and provide access to abutting property owners and businesses at all times during the construction, including providing temporary bypasses or sequencing the construction along an individual property frontage or access point. At such times as short-term interruptions in access are required, at the approval of the Engineer, the affected property owner(s) shall be provided ample notification to make arrangements for

Special Provisions  
Contract 2013-05

access. The Contractor is responsible for signage and maintenance for all construction activity. Payment shall be on a LUMP SUM basis and shall be compensation in full for all materials, labor, and operations necessary to maintain Traffic Control. Any or all changes necessary to conform as directed by the Engineer will be at no cost to the City of Faribault.

12. Payment for Traffic Control shall be the Lump Sum price bid and will be paid in accordance with the following schedule:
  - a. On the first pay estimate that shows work performed on at least one major contract item, 25 percent of the amount bid for Traffic Control will be paid, but not more than 3 percent of the original Contract amount.
  - b. On subsequent partial estimates, payment shall be made at the same percentage as the value of work completed to date relative to the original Contract amount, except that payment shall not be reduced from the original 25 percent.
  - c. At such time that 95 percent of the original Contract amount is earned, full payment for Traffic Control shall be made.
13. The bid item ~~“Traffic Control (Special)”~~ has been included for additional business identification signage that the Engineer deems necessary during construction to provide for additional direction to traffic in the area. These signs are to be installed within 24 hours of the request being made. The requests may be for individual or multiple signs, at any time during the duration of the project. The signs will be paid by the EACH (up to 36” by 48” in size) and includes installation on temporary supports as needed.
14. Most of the project area is utilized primarily by local traffic, and as such, signed detour routes are not required for all road closures during the project. However, at those times during the project when 7<sup>th</sup> Street NE/NW is closed to traffic, the Contractor shall establish and have in place a fully-signed detour route going back to the intersections of 2<sup>nd</sup> Avenue NW/7<sup>th</sup> Street NW and 1<sup>st</sup> Avenue NE/4<sup>th</sup> Street NE.
15. The Contractor shall place advance warning signage for each phase indicating the pending construction start for each phase. This signage shall be installed 7-10 days prior to the start of that phase. The Contractor shall also install temporary ~~“No Parking”~~ signs along the blocks of each phase twelve (12) hours before the closure of that phase. The Contractor shall review the installation of this signage with the Engineer. Payment for this work is included in the lump sum Traffic Control bid item.

### **Removals**

16. The Engineer will mark concrete curb and gutter and sidewalk for removal and replacement at the beginning of construction operations. The locations shown on the plans and quantities listed in the bid proposal are estimates only. Removal of concrete curb and gutter shall be measured and paid by the lineal foot and concrete pavement/driveways/sidewalks shall be measured and paid by the square foot, regardless of thickness. At the edges of the removal, the

Special Provisions  
Contract 2013-05

Contractor shall saw cut the concrete for its full thickness to protect the adjacent pavement. Payment for the saw cutting of the concrete curbs/pavement/driveway/sidewalk shall be incidental to the construction, regardless of thickness and regardless of whether or not the sawcut is located on an existing joint.

17. Removal of bituminous pavement (both street and driveways) is included/incidental to the ~~Common Excavation (P)~~ bid item. The Contractor shall be required to saw the bituminous pavement at the limits of the removal to ensure the adjacent pavement to remain is not damaged. Payment for sawcutting shall be incidental to the construction.
18. The Engineer shall mark the trees to be removed prior to beginning construction. The Contractor shall take necessary precautions to protect trees and other vegetation intended to remain from damage. Payment for Clearing and/or Grubbing shall be by the TREE, except on the east end of 13<sup>th</sup> Street NE, where Clearing and Grubbing shall be paid by the ACRE.
19. The Contractor is to take care in the removal of the sidewalk to protect building facades from damage or impact. If necessary, the Contractor shall saw cut the existing walk as close as possible to the building as part of the sidewalk removal, and remove the remaining portions of the walk at the building face with smaller equipment or by hand to avoid damaging the adjacent building.
20. There is an existing stone monument located in the boulevard (behind the curb) in front of 811 Central Avenue. The Contractor shall remove and protect the monument, and shall reinstall it in a similar fashion and location (to be approved by the property owner) following the utility and street construction (in 2013). Payment for this work is under the ~~Salvage Stone Monument~~ bid item.
21. There may be ornamental fences, mail boxes, retaining walls, signs, and other landscaping (non-plant) improvements located in the right-of-way or on adjacent properties that conflict with the proposed improvements. The Contractor shall be responsible for removing these obstructions in a non-destructive manner, and salvaging the materials for re-use by the adjoining property owner. Any permanent street or traffic control signage required to be removed for the construction shall be reinstalled by the Contractor (damaged signs shall be replaced by the Contractor at no expense to the City). Removing/salvaging/reinstalling this signage will be incidental.
22. The Contractor shall be responsible for identifying those mailboxes that will be affected by the construction and shall coordinate their relocation (temporary and permanent) with the adjacent property owners, including temporary locations to ensure uninterrupted mail delivery. Alternatively, the Contractor may provide a bank of temporary mailboxes at the project termini for delivery of mail during the construction. Each temporary mailbox shall be marked with the address of the property. Mailbox relocations and temporary mailboxes are incidental to the construction.

### **Grading & Erosion Control**

23. The bid quantity of Common Excavation is plan quantity (P). The Contractor shall segregate suitable embankment materials to be used to bring areas up to subgrade elevation and topsoil to be used for boulevard restoration as part of the common excavation bid item. All excess material from the project shall be disposed of outside the project area at Contractor's expense. Disposal of materials shall be in accordance with local, state and federal law. **The City does not provide a site to dispose of excess materials.**
24. The bid items for Subgrade Excavation and Select Granular Borrow shall only be used at the direction of the Engineer. The Subgrade Excavation bid item is intended only for replacement of materials within the roadways that are unsuitable, not for replacement of saturated materials or improperly compacted backfill. The quantity of Select Granular Borrow shown in the proposal is an estimate only, for subgrade correction, and the final quantity may vary significantly from this amount. No changes in unit price for Select Granular Borrow (or Subgrade Excavation) will be allowed for increased or decreased quantities of Select Granular Borrow (and Subgrade Excavation). Unauthorized or excessive use of stabilization aggregate, as determined by the Engineer, will be at no cost to the City.
25. The Contractor shall provide sedimentation and erosion control measures in accordance with the project Storm Water Pollution Prevention Plan, included in the plan set, and all requirements of the MPCA's NPDES General Permit for Construction Activity. With the exception of all sedimentation and erosion control items listed for payment (inlet protection, silt fence, etc.), all other erosion control measures required to comply with the MPCA permit shall be incidental to the work. The Contractor shall be responsible for removing all sedimentation and erosion control measures upon completion of all work and turf establishment per the direction of the Engineer and the SWPPP details included in the plan set. The City will be responsible for acquiring the original permit for construction. Upon acceptance of low bid and awarding of a contract, the Contractor will be responsible for transfer of the permit.
26. Compaction of embankment materials, trench excavations, subgrade, and aggregate base shall be by the quality/ordinary compaction method. The Contractor shall be responsible for selection of compaction operations that achieve maximum density of materials as they are placed and shall perform independent soil analysis as they deem necessary to ensure full compaction of materials. The Contractor will place and compact 6" lifts in all pipe trenches to a point 6" above any pipe installations and in the upper 3' of the roadway section, maximum allowable lift thickness of 24" (compacted) for backfilling the remainder of pipe trenches and structures will be allowed outside the roadway sections. Placement of embankment and subgrade materials, shall be graded, consolidated and compacted no greater than 6" lifts in the upper 3' and no more than 12" in the lower 3'. Any damage, including water saturation, that may occur to the sub-grade, aggregate base, or bituminous pavement due to the Contractor's failure to achieve maximum density in trench and roadway materials shall be repaired by the Contractor at their own expense, including operations and labor to "dry" materials saturated beyond optimum moisture.

**Streets**

27. All Class 5 aggregate base material used on this project shall consist of 100% crushed material. The Class 5 aggregate base on this project shall consist of either (1) crushed quarry rock, (2) crushed concrete, or (3) a combination of crushed quarry rock and crushed concrete. A small percentage of crushed bituminous material (not to exceed 5%) may be present in the Class 5 aggregate base material provided.
28. Manhole castings and gate valve boxes located within the paved portion of the roadway shall be initially set approximately 0.2' below final elevation. Prior to paving the bituminous wear course in 2014, the Contractor shall adjust castings to final elevation. Initial and final setting of new castings and gate valve boxes to the appropriate elevations is incidental to the structure or valve bid item. For existing castings remaining in the project area, both the initial and final elevation adjustments shall be paid for as one adjustment under the "Adjust Frame and Ring Casting" bid item. Adjustment of all gate valve boxes is incidental (no inserts will be allowed—the box needs to be adjusted). Bituminous patching shall be incidental to the adjustment of castings and valve boxes, with a thickness matching the adjacent pavement, for all adjusted manhole castings and gate valve boxes prior to wear course paving.
29. Payment for the adjustment of castings on existing structures to remain in the project area shall include the removal of casting and the replacement of up to six concrete adjusting rings to final grade. New structures shall have no more than four concrete adjusting rings. All adjustment rings (no metal rings or inserts allowed) used to bring manhole or catchbasin castings to grade shall be sealed with Infi-shield seal wrap or equal attached to these Special Provisions in **Appendix C**. All work to seal castings and salvage the old castings will be incidental to installation of the new structure or casting.
30. Prior to paving of the wear course, the Contractor shall mill the edge of adjacent pavements to provide full depth of the wear course to the edge. Saw cutting and milling of the edges of existing pavements at the construction limits shall be incidental to paving. The Contractor shall also be required to clean the underlying pavement surface prior to paving the wear course. A water truck and pick-up street sweeper will be required for this work to minimize dust and dirt impacts to the adjacent properties.
31. The Contractor shall furnish the City with a state-approved job mix formula for bituminous mixtures meeting specification at least three (3) working days prior to paving operations. Bituminous paving shall be in accordance with MnDOT's (2360) Plant Mixed Asphalt Pavement specifications dated January 23, 2013. These specifications are available from the MnDOT Office of Materials website. Density will be by the Ordinary Compaction method and the Pavement smoothness requirements of 2399 **will not** apply on this Project.
32. Bituminous driveways shall be constructed with a minimum of 2½" of Wear Mixture over 8" of compacted Class 5 aggregate base, and shall be done in 2013 (except in those areas where all of the work is delayed to 2014 under the scheduling options). Payment for the bituminous paving shall be by the ton at the bid unit prices. Payment for the Class 5 is included in the Plan Quantity of Class 5 Aggregate Base for the project.

33. Pavement markings for the roadways are included with this project. The Contractor shall be responsible for the layout of the striping, to be reviewed by the Engineer prior to the installation. No interim pavement markings will be required on the project. The pavement markings will be installed in 2014 following the paving of the wearing course.

### **Concrete Work**

34. Concrete sidewalks and driveways shall be constructed on a compacted granular base with a minimum thickness of six inches (6"). The granular material, which is included in the sidewalk or driveway bid item, shall meet the requirements of Specification 3138 for Class 5 aggregate base.
35. Where concrete sidewalks terminate at curbs, a pedestrian ramp shall be constructed in accordance with MnDOT Standard Plan 5-597.250 and MnDOT Standard Plate 7035N. The cast iron pedestrian ramp color shall be black or similar attached to these Special Provisions as **Appendix C**. Payment for the truncated dome panels shall be paid by the S.F., under the bid item ~~–Truncated Domes~~ with all of the concrete sidewalk around and under the panels paid for as ~~–4"~~ Concrete Sidewalk by the S.F. The aggregate base material under the sidewalks shall be included with the payment for the concrete bid item.
36. In locations where new concrete curb and gutter coincides with a water and/or sewer service location, the Contractor will be responsible to imprint the top of back of the new curb with a ~~–W~~ or ~~–S~~. The City will supply the stamps and mark the locations to complete the work. Stamping of the concrete shall be incidental to concrete curb construction.
37. The bid item for ~~–6"~~ Concrete Walk Special is for the two foot (2') wide decorative concrete sidewalk strip generally located along the curb line of Central Avenue between 6<sup>th</sup> Street N. and 7<sup>th</sup> Street N. The concrete shall be ~~–Navajo Red~~ in color and shall be stamped in a ~~–basket weave~~ pattern matching that in the adjacent block of Central Avenue to the south. The decorative walk shall be constructed on a Class 5 aggregate base with a minimum thickness of six inches (6") included with the payment for the concrete walk. Where the decorative walk abuts plain concrete sidewalk, the edge of the plain concrete walk shall be thickened to six inches (6"), matching the 2-foot wide strip of colored concrete. Dowel bars (#4, epoxy coated, 12" long) shall be installed between the plain and colored concrete sections spaced no more than 24" on center. The surfaces of the two concrete pours shall be as near level to one another as practical, and shall be subject to the following tolerances. **None of the colored concrete section shall be higher than the adjacent plain concrete section, and the colored concrete section shall not be any more than 1/8" lower than the adjacent plain concrete section.** Any sections of concrete sidewalks not in conformance with the tolerances shall be removed and replaced at the Contractor's expense. Thickening the edge of the adjacent plain sidewalk and furnishing/installing the dowels is incidental to the decorative sidewalk bid item.
38. For the ~~–6"~~ Concrete Walk Special the Contractor shall be required to seal the colored concrete with two coats of a penetrating concrete sealer, using a sealer that is made from 100% methyl methacrylate polymers, equal to TK Products ~~–Bright Seal~~ or Sierra Corporations ~~–CPC Super Clear Coat~~. The sealer is to be applied per the manufacturer's specifications. The furnishing

and installing of the sealer is incidental to the decorative sidewalk installation.

39. Where sidewalks terminate at the curbs and against buildings, a caulked expansion joint shall be provided as incidental to the sidewalk construction. The color of the caulk shall be similar to plain concrete. Other jointing shall be reviewed with the Engineer prior to construction of the sidewalks.
40. The Contractor shall exercise caution when pouring and curing the concrete as to not get concrete material or curing compound on the buildings. The building fronts shall be covered with plastic or other similar protective sheeting while the concrete is being poured and curing compound is being applied. Curing compound, if used, shall be applied uniformly over the entire area to provide a consistent appearance. Following the curing of the sidewalk, the Contractor shall be responsible for cleaning the fronts of all the building to remove any dirt or construction materials from the building facades.
41. Modular block retaining walls shall be constructed in the locations shown on the plans or as directed by the Engineer from segmented pre-cast concrete wall units similar to those manufactured by Keystone Wall Systems, Rockwood Wall Systems, Anchor Wall Systems, Versa-Lok Wall Systems, or an approved equal. The walls shall have split-face or rock-face texture, with the color to be selected from available standard colors for the units (minimum of four standard colors - more than one color may be used). Standard wall units shall have an approximate height of 8 inches, with a cap block height of about 4 inches. The cap block units, which shall have square ends or be reversible so as to avoid having gaps in the surface, shall be adhered to the top row of standard block with a suitable exterior grade construction adhesive. Construction of retaining walls shall be in accordance with the manufacturer's recommendations upon approval of the design methodology by the Engineer. Measurement of the retaining wall shall be the area in square feet of the entire wall furnished and installed, including the wall face below grade. Payment shall be per square foot under Bid Item 2411.618 ~~–Modular Block Retaining Wall~~ and shall include all costs to construct the wall in place, including excavation, aggregate base, granular backfill, perforated drain lines, and placement of Type I geotextile on the back face of the wall.

#### **Utilities – General**

42. The bid schedule contains an item for Rock Stabilization (trench stabilization aggregate) for soft or unsuitable areas in trench excavations, if encountered. Rock Stabilization shall be used only at the direction of the Engineer. Computer generated weight tickets only will be accepted for quantity payment. Unauthorized or excessive use of stabilization aggregate, as determined by the Engineer, will be at no cost to the City. The use of stabilization aggregate does not relieve the Contractor from providing the appropriate dewatering procedures and/or pipe bedding materials as detailed in the Standard Specifications.
43. The removal of all existing utility piping, including services, is incidental to the installation of new utilities in the project area. Where any piping is allowed to be left in the work area (at the sole discretion of the City), the ends will be properly sealed using fitting, plugs, or other means approved by the Engineer.

44. This project includes the replacement of existing sanitary sewer and watermain services (location to be verified by the City of Faribault at construction). Connection of new 4" PVC to existing services larger than 4" (such as 6" VCP) shall be with eccentric fernco's as to provide a uniform flow line. All maintenance, bypass pumping and connections to existing services shall be incidental to the construction. The Contractor shall provide all materials and workmanship as needed to connect new services to the existing mains. Payment shall be by the bid item 1" Copper Service Pipe and 4" or 6" Sanitary Service Line.
45. Removal of the existing utility lines is incidental to the installation of the new utilities on this project. Old manhole or catchbasin castings on structures being removed shall be delivered to the City Utility Department located at 7<sup>th</sup> Street N.W. and 8<sup>th</sup> Avenue N.W. as incidental to installation of the new structure or casting.

### **Sanitary Sewer**

46. Sanitary sewer structures shall be paid for by the EACH, based on type of structure, regardless of depth, and shall include the casting. Castings for sanitary sewer manholes are to be MnDOT 700-7-712 with two self-cleaning concealed pick holes and labeled **"SANITARY SEWER"**.
47. The Contractor shall connect to existing pipe using the same or similar material as the pipe, paid as a "Connect to Existing Sewer." This shall include payment for any short segments of pipe needed to make the connection from the new structure to the existing pipe. Where the new piping and existing piping are of different sizes and/or materials, the Contractor shall furnish and install eccentric fittings or ~~fernco's~~ to provide a constant flow line elevation.
48. When the existing castings are removed from manholes and immediately following installation of new manholes, the Contractor shall install covers or other appropriate materials to effectively seal the top of the manhole, thereby preventing material from entering the sewer from erosion or roadway construction operations. Steel plates may be used if they are of sufficient size to cover the entire manhole section (outside of the wall), the plates are not bent, and they are installed with a continuous ring of ~~Ram-nek~~ or other bitumastic material on top of the barrel section.
49. When necessary during sanitary sewer construction/replacement, the Contractor shall provide for sewage bypass paid for under the ~~Maintenance of Sanitary Sewer Service~~ bid item. Pumping to alternate manholes will be required and service shall be maintained to existing buildings at all times. Any damage to private property shall be repaired at the Contractor's expense. All sanitary sewer bypassing shall be reviewed with the Engineer and approved prior to the construction. Payment for ~~Maintenance of Sanitary Sewer Service~~ shall be Lump Sum and shall be compensation for all materials, equipment, and labor necessary to provide sewer pumping/bypass throughout the entire project.



Special Provisions  
Contract 2013-05

50. The Contractor shall televise all gravity sanitary sewer lines within 30 days after the completion of all new sewer installation. The Contractor is to give the Engineer at least 48 hours notice before televising the sanitary sewer lines. The Contractor shall provide the following items after televising the sanitary sewer lines to the City:
1. A DVD of the entire sanitary sewer
  2. A complete log report detailing the following information:
    - a. Date
    - b. Operator and Company
    - c. Tape Number
    - d. Tape Start
    - e. Beginning MH and ending MH (street locations)
    - f. Pipe size and type
    - g. Any other remarks or comments
- Payment for sewer televising shall be at the bid unit price per lineal foot (L.F.), regardless of size or depth.

**Watermain**

51. The project includes the replacement of several blocks of existing watermain with new 6", 8" and 12" D.I.P. watermain. The Contractor shall install the new watermain in approximately the same location as the existing watermain (except where shown otherwise to provide required separation from sewer mains). Removal of existing piping is incidental to the installation of the new watermain, including isolating and installing temporary plugs/caps on both the new and the existing mains needed to sequence the work. Any required over-depth, whether shown on the plans or not, to provide the required minimum clearances from other existing or proposed buried utility lines will be considered to be incidental to watermain installation and no direct compensation will be made.
52. The bid item "Temporary Water Service" is included to provide temporary water services (meeting Dept. of Health requirements) to all affected properties including properties on adjacent streets which are not part of the reconstruction but are affected by a water shutdown in the area. Temporary water service is required to be disinfected (at least 24 hours) and individually valved to the satisfaction of the Engineer. Hydrant connections shall be valved with appropriately sized gate valves and include a back-flow preventer. Given the time of year, the Contractor shall also provide necessary protection against freezing of the temporary water lines. The Contractor shall utilize the services of a licensed plumber who shall be responsible for performing the required meter disconnect and other work necessary (such as bypassing of water softeners) to provide temporary service in individual places of residence or places of business. The plumber will also be responsible for flushing and re-connecting the meter upon completion of the new service line. The cost for all materials and the services for a licensed plumber for this work shall be included in the "Temporary Water Service" bid item.
53. Water main shall be installed with a minimum of 7½ feet of cover over the pipe unless otherwise directed. Any required over-depth, whether shown on the plans or not, to provide the required minimum clearances from other existing or proposed buried utility lines will be considered to be incidental to water main installation and no direct compensation will be

Special Provisions  
Contract 2013-05

made.

54. Water main shall be pressure tested at 150 psi for at least two hours, with no more than a 2 psi pressure drop allowed for the duration of the test. The test shall be applied at the lowest practical elevation on the section to be tested. The Contractor will be responsible for all work incurred to meet the requirements and will coordinate their efforts with the Public Works Utility Maintenance Division.
55. Flushing of the new watermain and bacteria testing shall be done in accordance with requirements of the Minnesota Department of Health and the AWWA Standard for Disinfecting Water Mains (AWWA C651-05). Two consecutive bacteria tests are required, 24 hours apart, with the first test taken no less than 16 hours after the flushing of the section of watermain being tested.
56. Gate valves installed on this project, including hydrant lead valves, shall include a ~~Gate Valve~~ "Adaptor" as manufactured by Adaptor, Inc. of West Allis, WI or equal as attached to these Special Provisions in **Appendix C**.
57. Hydrants shall be Waterous Pacer WB-67-250, except the break off section shall be a **16" barrel section in-lieu of 10"**. The hydrant bid item includes a 6" DIP lead piping and the 6" gate valve and box located on the lead. Hydrants also include a ~~hydrant marker~~ "locating rod", as manufactured by Flexstake Inc. or equal is attached to these Special Provisions as **Appendix C**, and mounted to the hydrant following installation. Hydrants shall be repainted prior to final acceptance.
58. The Contractor will use a Ford Type A Single Lid Cover or equal attached to these Special Provisions as **Appendix C** for curb stops that are located in concrete sidewalks or driveways. Payment shall be by the bid item 1" Curb Stop & Box.
59. The Contractor shall be required to give 3-days (working days) minimum notice to the Public Works Utilities Division for required shutdown(s) of the system. No additional payment shall be made for lost crew production time due to Contractor's failure to provide adequate notification for water system shutdown. Because of the age of the existing system, a total water system shutdown is not guaranteed for all connections. The Contractor shall be prepared to make connections under partial flow conditions, and shall provide pumping, stabilization materials, etc. to properly complete the work. Prior to the Water Department shutting off the water, the **Contractor shall also be responsible for the notification of all affected property owners at least 24 hours before shut off**. The Contractor shall check the existing pipe before requesting the water to be turned off in order to assure that the correct size fitting and materials are on location and ready to be installed in order to have the water shut off for the least amount of time.

**Storm Sewer**

60. Storm sewer structures shall be paid for by the EACH, based on type of structure and diameter, regardless of depth. Castings for storm sewer manholes are to be MnDOT 700-7-712 with two self-cleaning concealed pick holes and labeled **"STORM SEWER"** and for

Special Provisions  
Contract 2013-05

Design 4020 catchbasin-manholes and Design A catchbasins shall be Neenah R-3067V or equal. Castings are included with the cost of each storm sewer structure.

61. The Contractor shall connect to existing pipe using the same or similar material as the pipe, paid as a "Connect to Existing Sewer." This shall include payment for any short segments of pipe needed to make the connection from the new structure to the existing pipe. All existing pipe abandoned in place shall be bulk headed at each end to effectively seal the piping.
62. Connection to an existing storm sewer structure, paid under the ~~Connect into Existing Drainage Structure~~, shall include the reconstruction of the invert of the structure to provide for smooth flow through the structure from all piping.

**Lighting & Electrical Work**

63. The bid item ~~Remove Lighting Unit~~ shall include removing and disposing of the existing ~~Acorn~~ light fixture, pole, concrete base, and related items. Any existing signs and brackets mounted to the poles are to be salvaged and reinstalled on the new decorative light poles being installed as part of this project.
64. The bid item ~~Salvage Lighting Unit~~ shall include the removal of the existing ~~Shoebox~~ light pole and base (the concrete bases are to be disposed of), sandblasting and repainting (dark bronze in color) the existing light pole and necessary repair work to the components of the light, the addition of a second outlet on the pole that is to be connected to the continuous power source, bulb replacement, connections to new wiring and conduit to be installed, and the reinstallation of the light in a location as proposed on the plan to include the installation of a new concrete base with anchor bolts, conduit connections, grounding rod, etc. in accordance with the details shown on the plans. All existing signs on the salvaged light poles shall be salvaged and reinstalled in proper location as approved by the Engineer. All existing brackets on the salvaged light poles shall be salvaged and reinstalled in the proper location on the pole.
65. The bid item ~~Lighting Unit Type Special~~ shall be the standard City of Faribault Downtown Area Decorative Light as shown on the details included in the plans. The item includes the installation of the concrete base and all related component to provide a complete and functional light, including all connections to new conduits and wiring to be installed.
66. Lighting Certification will be required for all Contractors, Supervisors or Forepersons involved in the field installation of the Lighting portion of the project.
67. The Contractor shall furnish ~~As Built Plans~~ that contain any changes in location of the cable, conduit, light pole, feed point, and hand hole. The ~~As Built Plans~~ shall be in a form satisfactory to the Engineer. The Contractor furnished ~~As Built Plans~~ shall be considered incidental work and no direct payment will be made.
68. The Contractor shall furnish and install non-metallic conduit (N.M.C.) at the locations indicated on the Plans. The size of the conduit shall be as indicated in the Plan. All conduit shall be Schedule 80 conduit and fittings for all installations; shall be capable of being

Special Provisions  
Contract 2013-05

installed by plowing, trenching, or directional boring methods; shall be gray or red in color; shall be marked on the outside of the conduit indicating manufacturer's name, size of conduit, HDPE, ASTM F 2160, UL Listing, and any other markings required by the N.E.C.; and shall have non-metallic conduit bell ends (appropriately sized for the HDPE type conduit) installed before cables and conductors are installed to prevent damage to the cables and conductors. All conduit fittings shall be appropriate use with HDPE continuous length conduit.

69. All conduits from the concrete foundations to the nearest hand hole shall be rigid non-metallic conduit. HDPE continuous length conduit is not allowed for use between concrete foundations and the nearest hand hole. All proposed conduit running along the back of the curb is to be installed directly behind the proposed curb and gutter in order to allow room for water service valves and curb stops to be placed within the decorative concrete pavement.
70. Bid item ~~UNDERGROUND WIRE 1 COND NO 4"~~ shall be copper wire.
71. All terminations of wires at the poles shall be fuse linked. The fuse link shall be incidental to installation of the pole.
72. All hand holes (pull boxes) shall be Hubbell Quazite PC081RBG08 (brick red in color) or PC0818BG08 (concrete gray in color) with matching lid PC081RCG00XX (brick red in color) or PC0818CG00XX (concrete gray in color). The logo on the lid shall be custom ordered to read ~~"CITY OF FARIBAULT"~~ and is designated by the XX in the specification number. The final color of the pull box shall be decided by the Engineer before installation. Hand holes shall be placed in the locations as shown on the plans with the addition of one hand hole near the base of each light, as shown in plan details.

**Landscaping**

73. All disturbed turf areas shall be restored with sod, which shall include the provision of 6" (min.) topsoil within seven days of the installation of the adjacent curb and gutter and sidewalks. Areas in which sod will be placed shall be loosened and then raked or otherwise prepared to leave a smooth surface, free of rocks, clods and other debris. Providing, placing, and leveling of topsoil shall be incidental to the construction. Any settlements shall be re-worked including the placement of additional topsoil and re-sodding.
74. New ornamental fencing shall be installed on top of the ~~V8"~~ landscaping curbs around the new planter beds being constructed as part of the project, paid for under the ~~"Ornamental Iron Fence"~~ bid item. The Contractor shall provide layout drawings for fencing to be installed once the new landscaping curbs have been installed to verify dimensions.
75. The Contractor shall furnish and install Select Topsoil Borrow, with a minimum thickness of 12", in all of the planting beds (areas contained within the modified V8 curbing) on the project area. The top of the topsoil, upon settling, will be approximately 4" to 5" below the top of the curb. The Contractor shall removal all concrete chunks, rocks, and other debris from the planting beds prior to installing the topsoil. In addition, the Contractor shall be responsible for removing any weed growth that occurs in the topsoil on a weekly basis prior

Special Provisions  
Contract 2013-05

to the final installation of the plantings and the wood mulch.

76. There are trees and other plantings to be installed in the landscape beds at various intersection locations. A listing of the trees and shrubs, along with example layouts, are included on the plans. The final layouts will be reviewed with the Engineer prior to placement. After the plantings are installed, a 3"- 4" thick (min.) layer of shredded hardwood mulch shall be installed for the full area of the planting bed contained within the modified V8 curbs. The Contractor shall guarantee all trees and plantings for a period of one year (planting to occur in the fall of 2013 or spring of 2014, with replacement of dead or dying plants in the fall of 2014, in accordance with recommended planting seasons).

**SAMPLE**

**SAMPLE  
SUBDIVISION AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation, the "City", and \_\_\_\_\_, a [Minnesota corporation/limited liability company/partnership] (the "Developer").

**Recitals**

A. The Developer is the fee owner of certain real estate located in Rice County, Minnesota, legally described as:

*(See EXHIBIT A)*

(Hereinafter referred to as the "Property").

B. The Developer shall plat the Property consistent with the final plat of \_\_\_\_\_ approved by the City Council in Resolution No. \_\_\_\_\_ on \_\_\_\_\_ subject to the conditions and requirements contained in the authorizing resolution, the Faribault City Code and state statutes.

C. The Developer desires to have certain public improvements constructed to serve the Property. Improvements to be installed at Developer's expense by the Developer as hereinafter provided are hereinafter referred to as "Plan A Improvements". Improvements to be installed by the City and financed through Assessment procedures are hereinafter referred to as "Plan B Improvements".

D. The Developer wishes the City to construct the Plan "B" Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the special assessments levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements against the Property less the City Cost Participation as noted in table 2.02 A.

E. The City is willing to construct the Improvements in accordance with the request of the Developer and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Developer to ensure that the City will have valid and collectable special assessments as they relate to the Property to finance all of the costs of the Improvements.

F. Were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings and is doing so at the behest, and for the benefit of, the Developer.

**Agreement**

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

**ARTICLE ONE  
REPRESENTATIONS AND WARRANTIES**

**1.01. City Representations and Warranties.** The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power and authority to execute, deliver and perform its obligations under this Agreement.

**1.02. Developer Representations and Warranties.** The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a [Minnesota corporation/limited liability company/partnership].

B. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree, which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property or the Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or threatened against or affecting the Developer or Property. The Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

G. The Developer has sufficient funds or has obtained a commitment for financing in an amount adequate to finance construction of the Improvements.

**1.03 Incorporation of Recitals and Exhibits.** The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

## **ARTICLE TWO CONSTRUCTION OF IMPROVEMENTS**

### **Designation of Improvements**

Improvements to be installed at Developer's expense by the Developer as hereinafter provided are hereinafter referred to as "Plan A Improvements". Improvements to be installed by the City and financed through Assessment procedures are hereinafter referred to as "Plan B Improvements".

**2.01. Plan A Improvements.** The Developer will construct and install at the Developer's expense the following improvements under Plan A according to the following terms and conditions:

A. Site Work. All site grading including building sites, right-of-ways for all interior and adjacent public streets (City, County, and State), pathways, park areas, common greenways, open spaces, storm water storage ponds surface drainage ways, and all private streets and driveways, all in accordance with the approved grading, drainage, and site plan. A grading plan with maximum two (2) foot contours and cross sections, as necessary, shall be submitted and approved by the City prior to commencement of any site grading or construction.

B. Erosion and Siltation Control. The Developer shall be responsible for and control soil erosion according to the following:

1. All development shall conform to the natural limitations presented by the topography and soil of the subdivision in order to create the best potential for preventing soil erosion. The developer shall submit an erosion control plan, detailing all erosion control measures to be implemented during construction, said



## SAMPLE

plan shall be approved by the City prior to the commencement of site grading or construction.

2. Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures as required by the City shall be installed prior to development when necessary to control erosion and siltation.

3. Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time. Such exposed areas shall be identified on the approved grading plan.

4. As part of the mass grading of the site, topsoil shall be removed and set aside for respreading over the developed area. Topsoil shall be of a quality at least equal to the soil quality prior to development. Topsoil shall not be removed from the site unless authorized by the City.

5. The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assigns. Failed erosion control structures or apparent need for additional erosion control measures will be addressed within twenty-four (24) hours notification by the City. If the developer fails to perform the requested corrections in the time frame given, the developer hereby grants the City consent to enter onto the property to perform the corrective work. The developer will reimburse the City for all erosion control work performed on their behalf.

6. The Developer shall inspect and if necessary clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf.

- B. Property Monumentation. The Developer agrees to provide sufficient property monumentation (temporary), installed by or under the direction of a registered land surveyor, prior to and during the course of the Improvements to ensure proper layout. The Developer further agrees to install all subdivision monumentation (permanent) within one year from the date of recording of the plat, or the monumentation shall be installed on a per-lot basis at the time a building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed throughout the plat. Where lot lines are platted in wetland areas, the developer shall place approved wetland boundary markers on the designated wetland edge. Markers shall be placed on every other lot line where the wetland boundary intersects with the lot line. Markers shall be placed before grading activities begin, and shall remain undisturbed during the course of grading activities.

## SAMPLE

D. Sodding and Landscaping. The developer will be responsible for sodding or seeding all interior and right-of-way areas that are not paved and all disturbed areas. The developer will also be responsible for sodding drainage swales and emergency overflow swales as directed by the city. The responsibility for sodding boulevards will be transferred to a building permit applicant when proper security is provided to the City. The sodding limits must extend to the back curb or to the shoulders of all adjacent roadways.

For residential projects the financial guarantee requirements of Plan "A" improvements, as described herein shall include the estimated cost of installing sodding all interior and adjacent right-of-way areas that are not paved and all disturbed areas. The Developer shall provide evidence that the sod are guaranteed for survivability, for one year from the time of planting.

E. Street Name Signs. The Developer shall be financially responsible for all public and private street name signs at all intersections and provide other traffic control signs within the subdivision determined to be necessary by the City. Approved temporary street name signs shall be installed by the developer prior to issuance of the first building permit

F. Street Maintenance. The Developer shall be responsible for street maintenance, including seeding or sodding of right-of-way areas and street sweeping until the project is complete. All streets shall be maintained free of debris and soil until the subdivision is completed. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be barricaded and closed. In the event residences are occupied or actively under construction prior to completing streets, the developer shall maintain a smooth driving surface, adequate drainage, and provide snow and ice control on all incomplete streets.

G. Damage Responsibilities. The developer shall be financially responsible for the repair of any damage done to the streets and public utilities from the time of installation until the development is fully completed and approved by the City.

H. Temporary Cul-de-sacs. The Developer shall be responsible to provide public access for all temporary cul-de-sacs unless directed otherwise by the City. An area no less than one hundred feet by one hundred feet must be provided at the end of all stub streets. If the temporary cul-de-sac is proposed to be located on adjacent property not owned by the developer, all costs associated with acquiring said temporary cul-de-sac shall be the developer's responsibility.

I. Street Lights. The Developer shall be responsible for the cost of installing street lighting, traffic signage and turf restoration as required by the City Council in Resolution No. 2003-198 adopted November 10<sup>th</sup>, 2003. The street lights shall conform to City Code in all respects. Street lighting systems located on City property shall be owned, installed, operated and maintained by the electric utility company. The City and the electric utility company shall enter into a contractual agreement to the rate and maintenance of the street lighting system under the Group V lighting rate plan.

It shall be the responsibility of the Developer to:

- Pay the electric utility company for the purchase of all components of the street lighting system.
- Pay the electric utility company any cost incurred in the installation of the street lighting units not covered in the electric utility company rate for this service. This payment shall be required to be guaranteed as part of the Plan "A" security as outlined in this Agreement.
- The style of the lighting system along with the purchase and installation costs will be established by the City Council. An alternate lighting system style will require City approval. The developer shall pay any additional costs.
- All of the street lighting costs shall be guaranteed by part of the Plan "A" security as outlined in this Agreement.

J. Storm Water Holding Ponds/Groundwater Issues. The Developer shall dedicate and survey all storm water holding ponds as required by the City. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development. Upon completion of the development, the developer shall submit to the City certification that the pond meets all design contours as set by the City.

The developer shall be financially responsible for any corrective action deemed necessary by the City as a result of groundwater encountered during, or as a result of, the building phase of development.

K. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional, and local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public utilities.

L. Street and Utility Improvements. The Developer agrees to construct the Improvements to \_\_\_\_\_. Said improvements shall include urban street section including aggregate base and grading, concrete curb and gutter, bituminous paving, storm sewer, water main and services, sanitary sewer and services, sidewalk, erosion control, drainage, landscaping and other improvements required by City ordinance for development of the Property. The Improvements are more fully described in the site plans, preliminary plat and specifications approved by the City (the "Plans"). A final copy of the Plans must be filed with the City prior to commencement of construction of the Improvements. All labor and work performed by the Developer in connection with construction of the Improvements will be done and performed in the best and most worker-like manner and in strict conformance with the Plans. Any deviation from the Plans must be approved in writing by the City. Prior to initiating construction of the Improvements, the Developer shall hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Improvements.

M. Plan "A" Security Requirements.

**Table 2.01 M – Plan A Security Estimate**

<u>Description of Improvement</u>		<u>Estimated Cost</u>
1. Pond Protection and Cleaning	2 Events @ \$1000 each	
2. Street Signs	__ Intersections @ \$100 each	
3. Street Lights	( __ @ \$,3000 each)	
4. Street Sweeping		
5. Erosion Control	1 % of Construction	
6. Street Improvements	Per Cost Estimate	
7. Storm Sewer Improvements	Per Cost Estimate	
8. Sanitary Sewer Improvements	Per Cost Estimate	
9. Water Main Improvements	Per Cost Estimate	
10. City Engineering/Administration	4 % of Cost Estimate	
TOTAL ESTIMATED CONSTRUCTION COST PLAN A IMPROVEMENTS		
LETTER OF CREDIT SECURITY REQUIREMENT (125%)	125% (Total – City)	

It is recognized and noted that the funds associated with each category in Table 2.01 M are for estimating the total Plan A security. The City reserves the right to utilize this security partially or wholly to insure the compliance of any and all of the requirements set forth in this document.

N. Construction of Plan A Improvements

**SAMPLE**

1. Construction. The construction, installation, materials, and equipment shall be in accordance with the plans and specifications approved by the City.
2. Engineering, Administration and Inspection. All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction. A fee of 4% of estimated costs of the Plan A Improvements shall be paid to the City for Engineering oversight, administration and general inspection.
3. Faithful Performance of Construction Contracts and Letters of Credit. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Plan A Improvements and hereby guarantee the workmanship and materials for a period of one (1) year following the City's final acceptance of the Plan A Improvements. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, Irrevocable Letter of Credit, based on one hundred twenty-five percent (125%) of the total estimated cost of Plan A Improvements as indicated in Section B. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Faribault and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Developer's Agreement and construction of all required improvements in accordance with the ordinances and specifications of the City. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this agreement. The Irrevocable Letter of Credit shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like letter.
4. Reduction of Security Guarantee for Plan "A" Improvements. The Developer may request reduction of the Letter of Credit, or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

**2.02 Plan B Improvements.** These improvements will be installed at the City's expense and financed through assessment procedure. The following improvements under Plan B will be constructed according to the terms, conditions, and specifications of the City as outlined in this agreement. \_\_\_\_\_

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**SAMPLE**

A. Plan B Security Requirements. The following is an estimate of project costs for determining the security requirements for Plan B Improvements.

**Table 2.02 A. Plan B Improvements**

Description	Amount	City Share	Developer Share
1. Streets & Sidewalk			
2. Storm Sewer			
3. Sanitary Sewer & Services			
4. Water & Services			
5. Design Engineering @ 6%			
6. Construct Engineering @ 9%			
7. Total Estimate			
8. Letter of Credit @ 25%			

It is recognized and noted that the funds associated with each category in Table 2.02 A are for estimating the total Plan B security. The City reserves the right to utilize this security partially or wholly to insure the compliance of any and all of the requirements set forth in this document.

B. Area charges and trunk line charges. The City has elected to collect area charges and trunk line utility charges in order to provide the necessary infrastructure to serve new sub-divisions and facilitate continued ordering growth of the City. The developer hereby agrees to payment of the following area charges and trunk line utility charges:

- |                                 |              |
|---------------------------------|--------------|
| 1. <u>Major Roadway Funding</u> | \$ <u>NA</u> |
| 2. <u>Trunk Utilities</u>       | \$ <u>NA</u> |
| 3. <u>Trunk Storm Sewer</u>     | \$ <u>NA</u> |
| 4. <u>Regional Storm Ponds</u>  | \$ <u>NA</u> |
| 5. <u>Lift Station</u>          | \$ <u>NA</u> |
| 6. <u>Traffic Signals</u>       | \$ <u>NA</u> |

Total Area Charges \$ NA

C. Payment of Costs and Assessments for Plan B Improvements.

1. If the construction of the Plan B Improvements does not proceed, the Developer hereby agrees to pay for the costs of the preparation of the preliminary report, the costs incurred by the City for engineering services, detailed design, right-of-way acquisition, and related City and consultant legal, administrative and fiscal costs incurred regarding the proposed Plan B Improvements.

2. If the City orders the installation of the Plan B Improvements and the costs thereof to be assessed against the benefited properties, the Developer agrees to pay such assessments on the entire cost of the installation of Plan B Improvements, including any reasonable engineering, legal, and administrative costs incurred by the City, shall be paid by the Developer to the City as special assessments levied against the benefited land area in installments, with interest on unpaid installments, set by the City Council. Reference herein to special assessments shall be deemed to include, and shall include, all interest due thereon. Section 2.03 provides detail information of the petition and waiver of assessments required for Plan B Improvements.

3. If a transfer of a lot is made, before a building permit will be issued, all delinquencies shall be paid on said lot or lots.

D. Preliminary Engineering. As part of the platting process the Developer shall provide Preliminary Engineering Plans showing the proposed connection, size and location of all public utilities and streets for the entire development along with a proposed phasing plan for the development. Said Preliminary Plans shall be provided both in hard copy as well as in digital format acceptable to the City Engineer.

E. Construction. After preparation of preliminary plans and estimates, an improvement hearing may be held by the City Council for the purpose of ordering these Plan B Improvements. After the preparation of final plans and specifications by the City, bids will be taken by the City and contracts awarded for the installation of the improvements under the City's supervision.

F. Design and Construction Engineering Services. Depending on work load the City Engineer, three alternatives may be available for providing Engineering Services for Plan A Improvements. The fees for the various options are based on the construction costs as determined by competitive bids let by the City.

**Table A – City Engineer Service Fees**

<u>Project Amount</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
	15 %	9 %	4 %

**Option 1** – In this case, the Developer is required to submit the required information for the platting process and the City Engineer will complete design, let the project and oversee the construction of the public utility and street improvements as well as perform the construction staking on the project based on sub-division monumentation provided by the developer. The City Engineering services also include preparation of the sub-division agreement, general project administration, and attendance at all meetings, coordination of the development project through the CITY process including the review of the preliminary plat submittal, the final plat and preparation of the assessment role. Also included in the City Engineering services is project coordination with City, County and State Agencies as well as the application and payment for all local, state and federal permits required for the installation of City Utilities and Streets. Under Option 1 the City will produce as-built drawings (including ties to all service locations).

**Option 2** – Same as Option 1 however, the Developer hires a private consulting engineering firm (consultant) to complete the final design engineering, plans and specifications. All consulting engineering firms are subject to approval by the City Engineer. Developer has retained a Private Consultant to prepare the Plans and Specifications.

**Option 3** – Same as Option 2, except that the developer also retains the private consulting engineering firm to oversee the construction of the public utility and street improvements as well as perform the construction staking as well as to produce as-built drawings (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software). The Developer's Consultant will oversee the construction of Plan A Improvements and the City Engineering Department all Plan B Improvements.

1. Construction Staking - The consultant will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements, including centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.
2. Construction Inspection and Testing – The consultant shall perform the following inspection and testing services, provide copies of all inspection/testing reports, and tickets for Class 5 aggregate and bituminous mixtures delivered and placed in the subdivision, and certify that all improvements were installed in accordance with the approved plans and



specifications:

- Inspection of all pipe installation and backfilling operations
- Compaction/Density testing
- Pressure testing of sewer and water piping
- Conductivity and disinfection testing of water piping
- Preparation of subgrade for roadway

3. Materials Testing

- Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate (certified mix designs for concrete and bituminous mixtures approved by MnDOT shall be submitted prior to construction)
- Extraction tests for bituminous mixtures
- Air, slump, and temperature for concrete
- Concrete cylinder breaks

4. Televising of Sanitary Sewers - The consultant shall have all of the sanitary sewers televised and a copy of said videotape and pictures provided to the City.

All inspection and testing services shall be performed by competent personnel, currently certified by the Minnesota Department of Transportation in the areas of construction being performed as part of this project, or having other certification of training acceptable to the City.

G. Easements. Prior to approval of the final plat, the Developer shall dedicate to the City, at no cost, all temporary easements necessary for the construction of the Plan B improvements as determined by the City. All such easements required by the City shall be provided on City easement documents, containing such terms and conditions as the City shall determine.

All permanent easements necessary for the installation and maintenance of Plan B improvements shall be shown on the final plat and be granted to the City upon recording of said plat. All other required easements such as roadway, path, trail, scenic, and wetland conservation easements, shall be fully executed by the grantee and submitted to the City on separate documents prior to the execution of the final plat by the City. Copies of the recorded documents shall be provided to the City.

After recording of said plat, additional easements necessitated by developer initiated changes to the utility or grading design shall be provided on an amended final plat and be granted to the City upon recording of said plat. Separate documents in lieu of an amended final plat may be allowed at the City's discretion.

H. Security of Developer's Performance. No work shall be commenced under this Agreement until the Developer shall have filed with the City a cash deposit, certified check or Irrevocable Letter of Credit to the City in the amount equal to twenty five per cent (25 %) of the estimated special assessments for the Plan B Improvements. The Irrevocable Letter of Credit or other security shall be filed with the City prior to awarding construction bids. If the Irrevocable Letter of Credit or other security expires prior to the last day of the year in which an annual installment of special assessments is payable, it shall be renewed or replaced not later than thirty (30) days prior to its expiration, with a like Irrevocable Letter of Credit or other security and for the full amount of an annual installment of special assessments for the Plan B improvements, and if not so replaced the City may declare the Developer in default here under and exercise its rights and remedies and may draw on said Irrevocable Letter of Credit or other security for the unpaid special assessments. The Irrevocable Letter of Credit or other security shall be for the exclusive use and benefit of the City of Faribault.

Upon receipt of the security as set forth in this paragraph, the City hereby agrees to release to the developer those financial securities previously provided to the City for the preparation of the preliminary engineering report and construction plans and specifications. The financial security provided under this agreement shall serve as financial security for these activities. This financial security may be drawn upon to reimburse the City, its consultants, or agents for any costs incurred as part of the preliminary engineering report, detailed plans and specifications or easements and right-of-way acquisition in the event this project is terminated by the developer, the developer fails to pay the annual installment of special assessments or to renew the financial security 30 days prior to its expiration.

### **2.03. Petition and Waiver for Improvements.**

A. The Developer hereby petitions the City for construction of the Plan B Improvements.

B. The Developer represents and warrants that it is the fee owner of 100 percent of the Property, that it has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, it has fee simple absolute title in the Property, which is not subject to any liens, interests or encumbrances, except as listed on the attached Exhibit C.

C. The Developer requests that 100 percent of the cost of the Improvements be assessed against the Property less the City Share for oversizing. The Developer understands and agrees that the current estimated cost of the Developer's Share of Plan B - Improvements is \$ \_\_\_\_\_, but that the cost of the Improvement will be determined in accordance with Minn. Stat., Chapter 429 and standard city practices and that such cost may exceed the estimated cost. The Developer further understands and agrees that the City does not waive any rights to levy special assessments against the Property in an amount in excess of the

**SAMPLE**

estimated range in the event actual project costs which may lawfully be assessed pursuant to Minn. Stat., Chapter 429, exceed said amount.

D. The Developer waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Improvements and notice of hearing and hearing on the special assessments levied to finance the Improvements pursuant to Minn. Stat. Section 429.061, and specifically requests that the Improvements be constructed and special assessments levied against the Property therefore without hearings.

E. The Developer waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. Section 429.071, Subd. 3, or otherwise, and further specifically agrees with respect to such special assessments against the Property or reapportionment that:

1. Any requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Developer;
2. The increase in fair market value to the Property resulting from construction of the Plan B Improvements will be at least equal to \$ \_\_\_\_\_, and that such increase in fair market value is a special benefit to the Property;
3. Assessment of 100 percent of the cost of the Developer's Share of Plan B - Improvements against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and
4. The Developer further specifically waives notice and right to appeal reapportionment of such special assessments upon land division pursuant to Minn. Stat., Section 429.071, Subd. 3.

F. The Developer understands and agrees that the City may provide for the payment of such special assessments in installments bearing such interest as may be determined by the city council. However, the decision regarding the period of time over which the special assessments may be paid and the interest rate to be applied is in the absolute and sole discretion of the city council, subject only to limitations imposed by law.

G. Developer represents and warrants that the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments; and Developer agrees that it will take no action to secure such tax status for the Property during the term of this Agreement.

**ARTICLE THREE  
ADDITIONAL PROVISIONS**

**3.01. Platting Requirements.**

The final plat of \_\_\_\_\_ was approved by the City Council in Resolution No. \_\_\_\_\_ on \_\_\_\_\_, subject to the conditions and requirements contained in the authorizing resolution, the Faribault City Code and state statutes. Developer shall cause the final plat of \_\_\_\_\_ to be recorded with the Rice County recorder and provide the City with a reproducible mylar copy of said plat.

**3.02. Payment of City Costs.** The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related to construction of the Improvements; (ii) processing the plat of \_\_\_\_\_ Addition and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, the Improvements, and other undertakings related thereto. The Developer shall, upon execution of this Agreement, deposit with the City the amount of \_\_\_\_\_ to be applied to payment of the costs described in this Section 3.02, provided that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within ten (10) days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event City does not recover its costs for completing the Improvements under the provisions of this paragraph, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City in the completion of the Improvements.

**3.03. Attorney Fees.** The Developer agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

**3.04. Amendment.** Any amendment to this Agreement must be in writing and signed by both parties.

**SAMPLE**

**3.05. Assignment.** The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

**3.06. Agreement to Run with Land.** This Agreement shall be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

**3.07. Representatives Not Individually Liable.** No officer, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

**3.08. Notices and Demands.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: \_\_\_\_\_

(b) as to the City: City of Faribault  
208 NW First Avenue  
Faribault, MN 55021-5105  
Attn: City Administrator

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 3.09.

**3.09. Park Dedications/Fees/Dedications.** Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, the Developer agrees to comply with any dedication requirements, including park dedications or payments in lieu which may be required by the City's subdivision regulations, Faribault City Code Chapter 15. The Developer desires to provide the City with a payment in lieu of a land dedication for phase one of the Project as calculated pursuant to the City's subdivision regulations, in the amount of \$ \_\_\_\_\_, to be paid upon execution of this Agreement. Parkland dedication for the remainder of the Project shall be determined in conjunction with platting of future phases; and shall be satisfied through either a cash in lieu of land dedication, or through dedication of land in the area adjacent to the property by the developer. execution of this Agreement.

The Developer further expressly acknowledges and agrees that the Improvements and all

easements and other rights in the Property necessary and related to the City's ownership of the Improvements (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement, acceptance by the City of the Improvements, and approval and recording of a final plat as set forth in the City's subdivision regulations.

**3.10 Building Permits.** No Building Permits will be issued until:

- A. The development agreement is signed and financial assurances in place.
- B. All public improvements are designed and under contract for installation.
- C. All city utilities and services are installed (water, sanitary sewer and storm sewer).
- D. All public right of ways are graded.

No occupancy permits shall be issued until:

- A. The site grading is completed and approved by the City.
- B. All public utilities are tested, approved by the City, and in service.
- C. All curbing is installed and backfilled.
- D. The first lift of bituminous is in place and approved by the City.
- E. All building permit fees are paid in full.

The City may issue building permits for two model homes prior to complete installation of utilities and grading. No occupancy permits shall be issued until the public streets and utilities are in and approved by the City, unless otherwise authorized in writing by the City. The Developer, in executing this Agreement, assumes all liability and costs for damage or delays, incurred by the City, in the construction of public improvements, caused by the Developer, its employees, contractors, subcontractors, material men or agents.

**3.11 Parking and Storage.** The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the improvements. Existing public roadways or right-of-ways shall not be utilized for these purposes except as allowed by the City.

**3.12 City's Access.** The Developer hereby grants the city, its agents, employees, officers and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to said development.

**3.13 Ownership of Documents.** The completed reports, drawings, plans, and specifications shall become the property of the CITY, but reproductions of them in whole or in part may be retained by the Developer or the Consulting Engineer.

**3.14. Disclaimer of Relationships.** The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer

or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

**3.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**3.16. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**3.17. Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Developer, Developer's successors or assigns, the Developer's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the Improvements. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

**3.18. Compliance with Existing Laws.** The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

**3.19. Miscellaneous Provisions.**

A. The Developer represents to the City that the development of the Property, the subdivision and the plat comply with all city, county, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision or the plat or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

**SAMPLE**

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties.

F. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

H. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

I. No officer, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.



**SAMPLE**

J. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

*[The remainder of this page to remain intentionally blank].*

**SAMPLE**

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF FARIBAULT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

STATE OF MINNESOTA    )  
                                      ) SS.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Charles Ackman and Timothy Madigan, the mayor and city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**SAMPLE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a Minnesota corporation/limited liability company/partnership, on behalf of the corporation/limited liability company/partnership.

\_\_\_\_\_  
Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)  
470 Pillsbury Center  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300

**SAMPLE**

**EXHIBIT A**

**Legal Description of Property**

The final plat of \_\_\_\_\_ Addition as approved by the City Council in Resolution  
No. \_\_\_\_\_ on \_\_\_\_\_, 200\_\_.

**SAMPLE**

**EXHIBIT B**

**Estimate of Improvement Costs**

**SAMPLE**

**EXHIBIT C**

[Liens, Interests or Encumbrances to Property]

**SAMPLE**

**EXHIBIT D**

Cash payment in lieu of parkland dedication requirements.